

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 5

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

Respondents:

See Appendix A and  
Exhibit A (new Respondents)

FIRST AMENDMENT TO  
ADMINISTRATIVE SETTLEMENT  
AGREEMENT AND ORDER ON  
CONSENT FOR REMEDIAL  
INVESTIGATION/FEASIBILITY STUDY

EPA Region 5

CERCLA Docket No.

**V-W-15-C-019**

Proceeding under Sections 104, 107 and 122  
of the Comprehensive Environmental  
Response, Compensation, and Liability Act,  
as amended, 42 U.S.C. §§ 9604, 9607 and  
9622.

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# **SETTLEMENT AGREEMENT AND ADMINISTRATIVE ORDER ON CONSENT FOR REMEDIAL INVESTIGATION AND FEASIBILITY STUDY**

## **I. JURISDICTION AND GENERAL PROVISIONS**

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement" or "Order") is entered into voluntarily by the United States Environmental Protection Agency ("EPA") and the Respondents listed in Appendix A ("Respondents"). The Settlement Agreement concerns the preparation and performance of a remedial investigation and feasibility study ("RI/FS") for the Chemetco site located in Hartford, Illinois (the "Site") and the reimbursement of Future Response Costs incurred by EPA and the Illinois Environmental Protection Agency ("IEPA") in connection with the RI/FS.
2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9607 and 9622 ("CERCLA"). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (Jan. 29, 1987), and further delegated to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D. This authority was further re-delegated by the Regional Administrator, EPA, Region 5 to the Director, Superfund Division, EPA, Region 5 by EPA Delegation Nos. 14-14-C and 14-14-D on May 2, 1996. In accordance with Section 104(b)(2) and Section 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the Department of the Interior and IEPA on July 23, 2013, of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal and/or State trusteeship.
3. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability, including, but not limited to, any liability under CERCLA, or any other State or Federal statute, or the common law, for any release or threatened release of a hazardous substance or for injury to natural resources or recovery of natural resource damages. Further, Respondents do not admit or agree to, and retain all rights to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of EPA's Findings of Fact and EPA's Conclusions of Law and Determinations as set out in Sections V and VI of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms, except as provided in this Settlement Agreement. This Settlement Agreement is intended to be admissible in any administrative or judicial proceeding seeking to enforce its terms, but is not intended, and cannot be used, in any other proceeding or for any other purpose.

## **II. PARTIES BOUND**

4. This Settlement Agreement applies to and is binding upon EPA and upon Respondents and their agents, heirs, successors and assigns. Any change in ownership or corporate status of a



Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Settlement Agreement.

5. Respondents are jointly and severally liable for carrying out all activities required of them by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Order, the remaining Respondents shall complete all such requirements.

6. Respondents shall ensure that each contractor hired to perform the Work required by this Settlement Agreement and each person representing the Respondents with respect to the Site receives a copy of this Settlement Agreement and is directed to comply with this Settlement Agreement. Respondents also shall provide written notice of the Settlement Agreement to all subcontractors hired to perform any portion of the Work under this Settlement Agreement, or shall ensure that each contractor provides such notice. Respondents shall be responsible for any noncompliance with this Settlement Agreement by any contractor hired to perform the Work required by this Settlement Agreement and/or other persons under the direction and control of Respondents.

7. Each undersigned representative of a Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind such Respondent to this Settlement Agreement.

### **III. STATEMENT OF PURPOSE**

8. In entering into this Settlement Agreement, the objectives of EPA and Respondents are: (a) to determine the nature and extent of contamination and any current or potential threat to the public health, welfare, or the environment posed by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site by conducting a Remedial Investigation ("RI") as more specifically set forth in the Statement of Work ("SOW") attached as Appendix B to this Settlement Agreement; (b) to identify and evaluate remedial alternatives to prevent, mitigate or otherwise respond to or remedy any release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site, by conducting a Feasibility Study ("FS") as more specifically set forth in the SOW in Appendix B to this Settlement Agreement; and (c) to recover Future Response Costs incurred by EPA with respect to this Settlement Agreement.

9. The Work conducted under this Settlement Agreement is subject to approval by EPA and shall provide all appropriate and necessary information to assess site conditions and evaluate alternatives to the extent necessary to select a remedy that will be consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP"). Respondents shall conduct all Work under this Settlement Agreement in compliance and consistent with CERCLA, the NCP and all EPA guidance, policies, and procedures.

### **IV. DEFINITIONS**

10. Unless otherwise expressly provided in this Agreement, terms used in this Settlement Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed

below are used in this Settlement Agreement or in the attached appendices incorporated by reference in this Settlement Agreement, the following definitions shall apply:

- a. "ARARs" shall mean all applicable local, state, and federal laws and regulations, and all "applicable requirements" or "relevant and appropriate requirements" as defined at 40 C.F.R. § 300.5 and 42 U.S.C. § 9261(d).
- b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*
- c. "CWA" shall mean the Clean Water Act, as amended, 33 U.S.C. §§ 1251, *et seq.*
- d. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.
- e. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXIX.
- f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.
- g. "Engineering Controls" shall mean constructed containment barriers or systems that control one of the following: downward migration, infiltration or seepage of surface runoff or rain; or natural leaching migration of contaminants through the subsurface over time. Examples include caps, engineered bottom barriers, immobilization processes, and vertical barriers.
- h. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs on or after the Effective Date in reviewing or developing plans, reports, and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, Agency for Toxic Substances and Disease Registry (ATSDR) costs, the costs incurred pursuant to Section XII (costs and attorneys' fees, and any monies paid to secure access, including the amount of just compensation), Paragraph 39 (emergency response), and Paragraph 82 (Work Takeover).
- i. "IEPA" shall mean the Illinois Environmental Protection Agency and any successor departments or agencies of the State.
- j. "Institutional controls" shall mean non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure to contamination and/or protect the integrity of a remedy by limiting land and/or resource use. Examples of institutional controls include easements and restrictive

covenants, zoning restrictions, special building permit requirements, and well drilling prohibitions.

- k. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.
- l. "Long Lake" shall mean the unnamed tributary stream and Long Lake, located south of the Site, approximately 6 miles in length.
- m. "NCP" or "National Contingency Plan" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments to that regulation.
- n. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral. References to paragraphs in the SOW will be so identified (for example, "SOW Paragraph 15").
- o. "Parties" shall mean EPA and Respondents.
- p. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurred or paid at or in connection with the Site prior to the Effective Date, plus interest on all such costs which accrues pursuant to 42 U.S.C. § 9607(a).
- q. "RCRA" shall mean the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.*
- r. "Respondents" shall mean those parties identified in Appendix A.
- s. "RI/FS Planning Documents" shall mean the Work Plan, Field Sampling Plan, Quality Assurance Project Plan and Health and Safety Plan and other documents referenced in the SOW included as Appendix B.
- t. "Section" shall mean a portion of this Settlement Agreement identified by a capitalized Roman numeral. References to sections in the SOW will be so identified (for example, "SOW Section V").
- u. "Settlement Agreement" or "Order" shall mean this Administrative Settlement Agreement and Order on Consent, the SOW, all attached appendices (listed in Section XXVII), and all documents incorporated by reference into this Settlement Agreement, including without limitation EPA approved submissions (other than progress reports), which are incorporated into and become a part of the Settlement Agreement upon

approval by EPA. In the event of conflict between this Settlement Agreement and any appendix attached or document created pursuant to this Settlement Agreement, the Settlement Agreement shall control.

- v. "Site" shall mean the National Priorities List (NPL)-listed Chemetco Superfund Site property, encompassing approximately 41 acres and located at 3754 Chemetco Lane in Hartford, Madison County, Illinois (the "Chemetco facility"), plus any properties where hazardous substances originating on the Chemetco property have migrated or come to be located (but specifically excluding intentional disposal locations off of Chemetco property used by Chemetco or other persons for hazardous substances or other Waste Materials removed from the Chemetco property).
- w. "State" shall mean the State of Illinois.
- x. "Statement of Work" or "SOW" shall mean the Statement of Work for development of a RI/FS for the Site, as set forth in Appendix B to this Settlement Agreement. The Statement of Work is incorporated into this Settlement Agreement and is an enforceable part of this Settlement Agreement as are any modifications made in accordance with this Settlement Agreement.
- y. "Waste Material" shall mean: (i) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (ii) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (iii) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (iv) any "hazardous substance" under the Illinois Environmental Protection Act, 415 ILCS 5/3.215.
- z. "Work" shall mean all activities Respondents are required to perform under the SOW and this Settlement Agreement concerning the RI/FS for the Site, except those required by Section XIV (Retention of Records).

#### **V. EPA'S FINDINGS OF FACT**

11. Chemetco, initially named Chemico Metals Corporation, is a Delaware corporation formerly authorized to do business in the State of Illinois.
  - a. Chemetco owns and from 1969 to 2001 operated a secondary copper smelter located at Route 3 and Oldenburg Road near Hartford, Madison County, Illinois. Chemetco owns more than 230 acres of land at this location (the "Chemetco property"), but operated a secondary smelter on 41 acres within this property (the "Chemetco facility").
  - b. The Chemetco property is located within a primarily agricultural, light residential area south of Hartford, Illinois in unincorporated Madison County. The Chemetco facility is located in the former floodplain of the Mississippi River in an area referred to as the American Bottoms. The former floodplain is located on the east side of an engineered levee system. Four towns within four miles of Chemetco use groundwater for their municipal water supplies. All of these town wells obtain water from about

100 feet in depth in a sand and gravel aquifer. Several of the rural residences in the vicinity of Chemetco also use private wells for their water supply. Designated forested and emergent wetlands are located adjacent to an unnamed tributary of Long Lake and adjacent to Long Lake along the majority of the tributary and lake shorelines downstream of Chemetco.

12. The primary function of Chemetco's smelting operation was the secondary smelting of copper-bearing scrap and other materials for recycling and metals recovery. The Chemetco facility housed four furnaces to melt scrap and other materials to produce copper cathodes and anodes, lead/tin solder and other metallic products. Chemetco purchased the copper-bearing scrap and other materials on the open market, from brokers, through a network of Chemetco-controlled warehouses, and directly from scrap producers and other sources.
  - a. Chemetco's smelting operation generated a variety of residues as a result of the smelting process and the maintenance of the furnaces. These materials included slag formed in the molten metal, particulate matter collected from the furnaces' exhaust gases (referred to as zinc oxide and which was produced in a slurry form and a dry form), waste refractory brick, and waste mortar or other furnace material from repairs and maintenance of the furnaces. Chemetco processed the slag by drying and screening it to size and sort it. This process produced "slag fines" which are also present on the facility. Each of these materials contain significant quantities of lead, cadmium, copper, zinc, and iron.
  - b. Chemetco used, via recycling or consumption, a variety of copper-bearing materials. Some of these materials required pretreatment processes such as shearing, stripping, chopping, or separation prior to recycling to obtain the valuable metals and/or ease handling and loading the furnaces. Between 1985 and 1998, Chemetco did not pre-process any materials before smelting. Chemetco was a significant purchaser of and used or consumed such materials throughout its period of operation.
  - c. From 1980 to 1985, IEPA documented dozens of violations at the Chemetco facility of Illinois interim status requirements under 35 Ill. Adm. Code (IAC) Part 265; Illinois groundwater quality standards under 35 IAC Part 302; and Illinois Pollution Control Board water quality effluent standards under 35 IAC Part 725.
  - d. In 1985, EPA filed an Administrative Order against Chemetco under RCRA alleging violations of interim status requirements and ordering compliance actions.
  - e. On October 10, 1986, the Attorney General of the State of Illinois filed a complaint pursuant to Section 42(d) and (e) of the Illinois Environmental Protection Act, 415 ILCS § 5/42(d) and (e) (2002), against Chemetco. On February 19, 1998, the Pollution Control Board issued an Interim Opinion and Order. In the Order, the Board found that Chemetco violated a number of provisions set out at 35 IAC 725.213(1997) and 415 ILCS § 5/21(f)(2)(1996).

- f. In September 1996, during a RCRA inspection, IEPA discovered a secret, unpermitted 10-inch drain pipe discharging zinc oxide slurry from the Chemetco facility into Long Lake. The zinc oxide slurry release was reported to the National Response Center and the Illinois Emergency Management Agency.
- g. In September 1997, EPA issued a Findings of Violation and Compliance Order to Chemetco pursuant to Section 309(a) of the Clean Water Act, 33 U.S.C. § 1319(a) finding Chemetco in violation of Section 301 of the Act, 33 U.S.C. § 1311 for its unpermitted fill of wetlands and discharge of pollutants from point sources to navigable waters, in violation of the Act, 33 U.S.C. § 1344.
- h. In 1997, the United States filed civil and criminal actions against Chemetco in the District Court for the Southern District of Illinois.
  - i. The United States' civil claim alleged that air emissions from the Chemetco facility violated the federal Clean Air Act's National Ambient Air Quality Standard (NAAQS) for lead.
  - ii. The United States' criminal claim alleged that a former owner and five employees of Chemetco conspired to commit criminal violations of the federal Clean Water Act by allowing the unpermitted zinc oxide slurry discharge from the Chemetco facility.
- i. On April 6, 1998, the State amended its October 10, 1986 Pollution Control Board Complaint against Chemetco to allege additional violations of 35 IAC §§ 725.242(b) and (c), 725.244(a)-(c) (1997), and Section 21(f)(2) of the Act, 415 ILCS § 5/21(f)(2) (1996).
- j. On August 25, 2000, the United States filed a civil complaint in the District Court for the Southern District of Illinois against Chemetco, seeking injunctive relief and penalties for violations of RCRA and the CWA. The complaint sought the closure of remaining RCRA units at the Chemetco facility (including the zinc oxide contaminated areas and the slag pile), compliance with applicable Clean Water Act requirements, and civil penalties. Illinois, at the same time, filed a complaint against Chemetco under CERCLA for cost recovery it incurred in responding to the zinc oxide release, among other claims for injunctive relief.
- k. Prior and subsequent to the filing of the government complaints, EPA and IEPA civil enforcement staff negotiated with Chemetco and obtained some measures by Chemetco to address the off-site zinc oxide release and storm water controls at the facility.
- l. In January 2000 and in a Consent Decree settlement, the District Court for the Southern District of Illinois ordered Chemetco to pay \$305,267 to satisfy the United States' claim for civil penalties alleged in its 1997 Complaint pursuant to the Clean

Air Act. Chemetco previously paid the State of Illinois \$305,000 in settlement of some of the violations set forth in the United States' Complaint.

- m. In December 2000, the District Court for the Southern District of Illinois ordered Chemetco to pay \$3.86 million and sentenced it to five years' probation in resolution of the United States' criminal action.
- n. On October 31, 2001, Chemetco shut the facility down, and on November 13, 2001, Chemetco filed a Chapter 7 bankruptcy petition. The Bankruptcy Court for the Southern District of Illinois appointed a Trustee to serve as custodian of Chemetco's assets.
- o. On May 1, 2002, the United States filed a \$140 million proof of claim in the Chemetco Bankruptcy proceeding, most of which was allocated to the closure of the slag pile on Site. The State subsequently filed a proof of claim as well.
- p. In late 2001, the Administrator of the IEPA issued a Seal Order to seal the Chemetco facility.
- q. On February 14, 2002, the federal and state plaintiffs filed a motion for partial summary judgment on their RCRA, CWA, and CERCLA claims in the Southern District of Illinois civil action. The Chemetco Estate lacked resources to oppose this motion and instead expressed the intent to identify work that could be performed on Site (as an alternative to the injunctive relief sought) which would allow for the recovery of value from certain materials, such as the slag on Site.
- r. Thereafter, the Trustee for the Chemetco Estate and the federal and state plaintiffs began settlement negotiations with the objective of finding a way, and willing third parties, to reclaim metals from the slag to reduce its volume on the Site and threats to health or the environment caused by its presence and to generate money to sustain the Estate's efforts in securing the Site, preventing further releases and removing and/or stabilizing waste materials on the Site, as well as funding further cleanup of the Site. Upon a joint motion of the parties, the District Court stayed action on the motion for summary judgment pending the outcome of the settlement discussions. On September 16, 2008, the State of Illinois and the Trustee agreed upon an Interim Order for the facility in the action *U.S. v. Chemetco, Inc.*, Nos. 00-670-DRH and 00-677-DRH (consolidated). In this Interim Order, the Trustee agreed to implement closure plans in compliance with facility work plans and ARARs, and implement demolition of portions of the facility. In July 2009, the Trustee entered into an Asset Purchase and Processing Agreement with Paradigm Minerals and Environmental Services, LLC. As of the Effective Date, the State of Illinois, the United States, the Chemetco Bankruptcy Trustee for the Estate of Chemetco, Inc., and Paradigm Minerals and Environmental Services, LLC have concluded their settlement negotiations to resolve claims against the Estate of Chemetco and implement metal-bearing material processing at the Site. A Consent Decree confirming this settlement was entered by the U.S. District Court for the Southern District of Illinois on or about September 13,

2013 in the action *U.S. v. Chemetco, Inc.*, Nos. 00-670-DRH and 00-677-DRH (consolidated). This Consent Decree superseded the above-referenced Interim Order, and is currently being implemented with EPA oversight.

13. Residual materials and process wastes from the Chemetco smelter operations were released from the Chemetco Site into the environment or currently are present at the Site.

- a. Approximately 452,254 cubic yards of slag material have been stockpiled on the northeast corner of the facility property, covering approximately 13 acres. Approximately 62,204 cubic yards of zinc oxide (scrubber sludge) has been identified as being located on the facility property, including a 2.5 acre concrete bunker at the north end of the facility. The former truck parking lot located just south of the main facility property is composed of slag material and possibly spent refractory brick. The parking lot was built in 1980 and occupies approximately 8 acres of land just north of Long Lake. There are no caps or liners on the slag pile, sludge bunker, or parking area to help prevent the contaminants from being spread off site via the air, groundwater, or surface water migration pathways, although the Estate has continued to implement an operation and maintenance plan which includes storm water and fugitive emissions control plans. In addition to these three sources of contamination, three former RCRA hazardous waste management units remain unmanaged and unclosed at the Site [zinc oxide lagoons (dirt pits), cooling water canals, and the floor wash impoundment (acid pits)].
- b. In 1996, the government discovered a ten-inch discharge pipe illegally discharging process wastewater and contaminated storm water into an area which entered a tributary of Long Lake. This discharge contained zinc oxide slurry. The discharge area is approximately 300 feet long by 450 feet wide. Wetlands which are located along Long Lake have been impacted by the contamination. During excavation activities in response to the discovery of the illegal discharge, layers of zinc oxide material were found to a depth of 6 feet in Long Lake indicating the area appeared to be impacted from historical mismanagement of zinc oxide. In 2002, IEPA documented significant contamination of the Chemetco facility and two miles of contamination in the sediments downstream of the facility in Long Lake. Contaminants of initial concern include heavy metals such as cadmium, copper, lead, and zinc. In early 2008, Illinois EPA documented heavy metals in soils on and near the Chemetco facility.
- c. Slag is a waste or secondary material product of the smelting process and is composed of impurities that separate during refining. The slag at the Chemetco site fails the Toxicity Characteristic Leaching Procedure ("TCLP") for lead and cadmium. Elevated levels of cadmium, copper and lead have been found in the waste slag material and the zinc oxide. Zinc oxide, or scrubber sludge, is particulate matter which was collected from the foundry furnaces' exhaust gases of Chemetco. The zinc oxide also fails TCLP for lead and cadmium. Dioxin is also observed at the Chemetco Site below industrial preliminary remediation goals ("PRGs") but above residential PRGs. Spent refractory brick, another source of waste at Chemetco, is fire



brick that lined the ovens and over time lost its insulating properties; it may contain hazardous levels of chromium. Samples collected by Illinois EPA from the parking area were found to contain antimony, beryllium, cadmium, calcium, cobalt, copper, iron, lead, mercury, nickel, silver, sodium, and zinc.

14. The Chemetco Site presents a risk or threatened risk to human health and the environment.

- a. Risks to human health and the environment from Chemetco include, but are not limited to, exposures to hazardous substances migrating to the surface water pathway via overland flow from, at minimum, three contaminant sources. The three contaminant sources are the slag pile(s), the zinc oxide bunker, and the truck parking lot. Contaminants of concern include, but are not limited to, cadmium, lead, copper, zinc, and dioxin.
- b. The slag pile(s) are not capped and south-flowing rain water run-off drains onto the facility and into a holding basin that was observed overflowing and draining into wetlands contiguous to Long Lake. Likewise, the bunker containing zinc oxide scrubber sludge does not have an engineered cover, and material was observed piled higher than the retaining walls, thus migrating to the facility grounds. West-flowing run-off from the zinc oxide bunker drains into a ditch along the railroad tracks and into Long Lake. The truck parking lot was made with slag material and possibly spent refractory brick. It does not have an engineered cap, liner, or run-off control system to prevent contaminant migration. Surface water run-off from the parking lot drains southwest into a wetland contiguous with Long Lake.
- c. Exposure to contaminated groundwater is a risk posed by the Chemetco Site because of leaching from the slag pile(s), accumulated zinc oxide, and truck parking lot.
- d. Exposure to contaminated soil is a risk posed by the Chemetco site because via the air migration pathway wind could blow contaminated slag and zinc oxide scrubber sludge material away from the Site.

15. Human populations at risk for exposure to contaminated surface water include, but are not limited to, recreational users of Long Lake. Workers at the Site, as well as contractors, visiting personnel, nearby residents, and trespassers are populations at risk from exposure to contaminated soil. Residents, workers at the site, contractors, and visiting personnel are at risk for exposure to contaminated groundwater. Vegetation and wildlife surrounding the Chemetco site are also at risk from migrating hazardous substances.

16. Lead affects the nervous system and can adversely affect development. Exposure to high lead levels can severely damage the brain and kidneys in adults or children and ultimately cause death. Cadmium is a known human carcinogen. Copper can be an irritant to the nose, mouth, and eyes, and cause headaches, dizziness, nausea, and diarrhea. High intakes of copper can cause liver and kidney damage. Ingesting high levels of zinc for several months may cause anemia, damage the pancreas, and decrease levels of high-density lipoprotein cholesterol.

Dioxin refers to a group of compounds (polychlorinated dibenzo-*p*-dioxins) that EPA classifies as likely human carcinogens.

17. The Chemetco Site was listed on the National Priorities List ("NPL") pursuant to CERCLA Section 105, 42 U.S.C. § 9605, on March 4, 2010 (75 Fed. Reg. 9782 (March 4, 2010)).

18. Respondents are corporations, partnerships, or individuals, and EPA finds that each Respondent is a person who currently owns and operates the Site; is a person who at the time of disposal of any hazardous substances owned or operated the Site; is a person who arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances at the facility; or is a person who accepted hazardous substances for transport to the facility selected by that Respondent; all within the meaning of Section 107(a)(1) - (a)(4) of CERCLA, 42 U.S.C. § 9607(a)(1) - (a)(4). Respondents deny this allegation and retain the right to controvert in any subsequent proceeding (other than one to enforce the terms of this Settlement Agreement) the findings and allegations contained in this Paragraph.

19. The Site has been the subject of prior site assessment and investigation activities by IEPA and EPA.

- a. In 2002, IEPA conducted a Preliminary Assessment and Site Investigation Inspection in order to gain a basic understanding of any risks posed to human health and/or the environment by releases or threatened releases from the Site.
- b. In 2008, IEPA conducted an Expanded Site Inspection to further characterize any risks posed to human health and/or the environment by releases or threatened releases from the Site, and to support scoring the Site with EPA's Hazard Ranking System for proposal to the National Priorities List.
- c. In 2011, EPA scoped a remedial investigation to identify the Site characteristics and to begin to define the nature and extent of soil, air, surface water, and groundwater contamination at the Site and the risks posed by the Site.

## **VI. EPA'S CONCLUSIONS OF LAW AND DETERMINATIONS**

Based on the Findings of Fact set forth above, EPA has determined that:

20. The Chemetco Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

21. The contamination found at the Site, as identified in EPA's Findings of Fact above, includes "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), and/or constitutes "any pollutant or contaminant" that may present an imminent and substantial danger to public health or welfare under Section 104(a)(1) of CERCLA.

22. The conditions described in EPA's Findings of Fact above constitute an actual and/or threatened "release" of a hazardous substance from the facility as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

23. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

24. Respondents are responsible parties under Sections 104, 107 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607 and 9622.

- a. Each Respondent is a person who either currently owns and operates the Site; is a person who at the time of disposal of any hazardous substances owned or operated the Site; is a person who arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances at the facility; or is a person who accepted hazardous substances for transport to the facility selected by that Respondent; all within the meaning of Section 107(a)(1) - (a)(4) of CERCLA, 42 U.S.C. § 9607(a)(1) - (a)(4). Respondents deny this finding and allegation and retain the right to controvert in any subsequent proceeding (other than one to enforce the terms of this Settlement Agreement) the allegations contained in this Paragraph.

25. The actions required by this Order are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

26. EPA has determined that Respondents are qualified to conduct the RI/FS within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondents comply with the terms of this Settlement Agreement.

## **VII. SETTLEMENT AGREEMENT AND ORDER**

27. Based upon the foregoing Findings of Fact, Conclusions of Law, Determinations, and the Administrative Record for the Site, it is hereby Ordered and Agreed that the Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all appendices to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

## **VIII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS**

28. Selection of Contractors and Personnel. All Work performed under this Settlement Agreement shall be under the direction and supervision of qualified personnel. Within thirty (30) days of the Effective Date of this Settlement Agreement, and before the Work outlined below begins, Respondents shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994,

"Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs," (American National Standard, January 5, 1995), by submitting a copy of the proposed contractor's Quality Management Plan ("QMP"). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B01/002, March 2001) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements. This Order is contingent on Respondents' demonstration to EPA's satisfaction that Respondents are qualified to perform properly and promptly the actions set forth in this Settlement Agreement. If EPA disapproves in writing of any person's technical qualifications, Respondents shall notify EPA of the identity and qualifications of the replacements within thirty (30) days of receipt of EPA's written notice. If EPA subsequently disapproves of the replacement, EPA reserves the right to terminate this Order and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondents. EPA will indicate its basis for such subsequent disapproval in writing. During the course of the RI/FS, Respondents shall notify EPA in writing of any changes or additions in the supervisory personnel used to carry out such Work, providing their names, titles, and qualifications. EPA shall have the same right to disapprove changes and additions to personnel as it has regarding the initial notification.

29. Within fifteen (15) days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Settlement Agreement and shall submit to EPA the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site Work. EPA retains the right to disapprove of the designated Project Coordinator. EPA will indicate its basis for such disapproval in writing. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number and qualifications within thirty (30) days following EPA's disapproval. Respondents shall have the right to change their Project Coordinator subject to EPA's right to disapprove. Respondents shall notify EPA thirty (30) days before such change is made, or within five (5) days of Respondents' learning of the need for a change in Project Coordinators if such change is not at the request of Respondents. The initial notification may be made orally, but shall be promptly followed by a written notification. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Order shall constitute receipt by Respondents.

30. EPA has designated Stephanie Linebaugh of the Superfund Division, Region 5 as its Project Coordinator. Erin Rednour will serve as the State Project Coordinator for the Site. EPA will notify Respondents of a change in any designation of the Project Coordinator. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to:

Stephanie Linebaugh, RPM  
EPA, Superfund Division  
77 West Jackson, SR-6J  
Chicago, Illinois 60604-3590

and

Erin Rednour  
Illinois EPA, State Project Coordinator  
Bureau of Land  
1021 North Grand Ave East

Springfield, IL 62794-9276

Respondents are encouraged to make their submissions to EPA and IEPA on recycled paper (which includes significant post-consumer waste paper content where possible) and using two-sided copies. Respondents shall make submissions electronically according to EPA Region 5 specifications. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondents.

Documents to be submitted to the Respondents shall be sent to Respondents' Project Coordinator, unless the nature of the document requires that it be served on each Respondent's signatory to this Settlement Agreement. Respondents' Project Coordinator is:

Michael J. Hoffman, P.E.  
Associate Vice President/Sr. Principal Engineer  
AMEC Environment & Infrastructure Inc. (AMEC)  
8901 N. Industrial Rd.  
Peoria, IL 61615  
Phone: 309-693-5777  
[michael.hoffman@amec.com](mailto:michael.hoffman@amec.com)

31. EPA's Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager ("RPM") by the NCP. In addition, EPA's Project Coordinator shall have the authority consistent with the NCP to halt any Work required by this Settlement Agreement, and to take any necessary response action when s/he determines that conditions at a Site may present an immediate endangerment to public health or welfare or the environment. The absence of the EPA Project Coordinator from the areas under study pursuant to this Settlement Agreement shall not be cause for the stoppage or delay of Work.

32. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI/FS, as required by Section 104(a) of CERCLA, 42 U.S.C. § 9604(a). Such person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the RI/FS Work Plans, Planning Documents or other documents.

#### **IX. WORK TO BE PERFORMED**

33. Respondents shall conduct a RI/FS for the Site as set forth in the SOW and in accordance with the provisions of this Settlement Agreement, the SOW, CERCLA, the NCP, EPA guidance related to remedial investigations and feasibility studies including, but not limited to, the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3-01, October 1988 or subsequently issued guidance); "Guidance for Data Usability in Risk Assessment" (OSWER Directive #9285.7-05, October 1990; Risk Assessment Guidance for Superfund (RAGS), Volume I- Human Health Evaluation Manual (Part A), Interim Final (EPA-540-1-89-002), OSWER Directive 9285.7-01A, December 1, 1989; and Risk Assessment Guidance for Superfund (RAGS), Volume I- Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments), Interim, (EPA 540-R-97-033), OSWER Directive 9285.7-01D, January 1998; guidance referenced in the SOW, and any RI/FS-related guidance subsequently issued by EPA.

The Remedial Investigation ("RI") shall consist of collecting data to characterize site conditions, determining the nature and extent of the contamination at or from the Site, assessing risk to human health and the environment and conducting treatability testing as necessary to evaluate the potential performance and cost of the treatment technologies that are being considered. The Feasibility Study ("FS") shall determine and evaluate (based on treatability testing, where appropriate) alternatives for remedial action to prevent, mitigate or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site. The alternatives evaluated must include, but shall not be limited to, the range of alternatives described in the NCP, and shall include remedial actions that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. Upon request by EPA, Respondents shall submit in electronic form all portions of any plan, report or other deliverable Respondents are required to submit pursuant to provisions of this Settlement Agreement.

- a. In the RI and FS Reports, Respondents shall address the factors required to be taken into account in Section 121 of CERCLA, 42 U.S.C. § 9621, and Section 300.430 of the NCP, 40 C.F.R. § 300.430. More specifically, the RI shall characterize the geology and hydrogeology of the Site, and characterize all ecological zones including terrestrial, riparian, wetlands, aquatic/marine, and transitional. Respondents shall prepare, for inclusion with the RI Report, a determination of the nature and extent of the current and potential threat to the public health or welfare or the environment posed by the release or threatened release of any hazardous substances, pollutants, or contaminants at or from the Site, including a "Baseline Human Health Risk Assessment" and "Baseline Ecological Risk Assessment." The Feasibility Study ("FS") shall determine and evaluate (based on treatability testing, where appropriate) alternatives for remedial action to prevent, mitigate or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site. In the FS Report, Respondents shall determine and evaluate alternatives that protect human health and the environment by recycling waste or by eliminating, reducing and/or controlling risks posed through each pathway at the Site. Respondents shall evaluate a range of alternatives including but not limited to those alternatives described in 40 C.F.R. § 300.430(e) and remedial alternatives that use permanent solutions and alternative treatment technologies or resource recovery technologies. The FS Report shall include a detailed analysis of individual alternatives against each of the nine evaluation criteria in 40 C.F.R. § 300.430(e)(9)(iii) and a comparative analysis that focuses upon the relative performance of each alternative against the nine criteria in 40 C.F.R. § 300.430(e)(9)(iii). Respondents shall submit to EPA the requested number of copies of all plans, reports, submittals and other deliverables required under this Settlement Agreement, the SOW and the RI/FS Planning Documents in accordance with the approved schedule for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions).
- b. In the exercise of their discretion, Respondents may voluntarily provide information to EPA regarding volumetric allocations, factual information that may help identify additional potentially responsible parties, the results of any investigations undertaken by the Respondents to identify sources of materials received by the Site or

contaminants found at the Site, and such other information generated by Respondents that may benefit and increase the extent to which response actions at the Site will be effective and funded by potentially responsible parties.

34. Upon receipt of the draft FS report, EPA will evaluate, as necessary, the estimates of the risk to the public and environment that are expected to remain after a particular remedial alternative has been completed and will evaluate the durability, reliability and effectiveness of any proposed Institutional Controls.

35. Modification of any plans.

- a. If at any time during the RI/FS process, Respondents identify a need for additional data, Respondents shall submit a memorandum documenting the need for additional data to the EPA Project Coordinator within thirty (30) days of identification. EPA, in its discretion, will determine whether the additional data will be collected by Respondents and whether it will be incorporated into reports and deliverables.
- b. In the event of unanticipated or changed circumstances at the Site that affect the ability to perform Work in a timely fashion or to comply with this Settlement Agreement, Respondents shall notify the EPA Project Coordinator by telephone within twenty-four (24) hours of discovery of the unanticipated or changed circumstances. In addition to the authorities in the NCP, in the event that EPA determines that the unanticipated or changed circumstances warrant changes in the RI/FS Planning Documents, EPA, in consultation with Respondents, shall modify or amend the RI/FS Planning Documents in writing accordingly. Respondents shall perform the RI/FS Planning Documents as modified or amended.
- c. EPA may determine that in addition to tasks defined in the initially approved RI/FS Planning Documents, other additional Work may be necessary to accomplish the objectives of the RI/FS as set forth in the SOW for the RI/FS. EPA may require that Respondents perform this additional Work in addition to that required by the initially approved RI/FS Planning Documents, including any approved modifications, if it determines that such actions are necessary for a complete RI/FS.
- d. Respondents shall confirm their willingness to perform additional Work requested by EPA pursuant to subparagraphs b. and c., above, in writing to EPA within fifteen (15) days of receipt of the EPA request. If Respondents object to any modification determined by EPA to be necessary pursuant to this Paragraph, or if Respondents disagree with EPA's refusal to allow Respondents to collect additional data pursuant to subparagraph a. above, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). The SOW and/or RI/FS Planning Documents shall be modified in accordance with the final resolution of the dispute.
- e. Respondents shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the RI/FS Planning Documents or written work plan supplement. EPA reserves the

right to conduct the Work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

- f. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions at the Site.

36. Off-Site Shipment of Waste Material. Respondents shall, prior to any off-site shipment by them of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to EPA's designated Project Coordinator. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

- a. Respondents shall include in the written notification the following information: (i) the name and location of the facility to which the Waste Material is to be shipped; (ii) the type and quantity of the Waste Material to be shipped; (iii) the expected schedule for the shipment of the Waste Material; and (iv) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.
- b. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the remedial investigation and feasibility study. Respondents shall provide the information required by Subparagraph 36.a. and 36.c. as soon as practicable after the award of the contract and before the Waste Material is actually shipped.
- c. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

37. Meetings. Respondents shall make presentations at, and participate in, meetings at the request of EPA during the initiation, conduct, and completion of the RI/FS. In addition to discussion of the technical aspects of the RI/FS, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion and with advance notice to and coordination with Respondents. Meetings may be held by telephone or using the Internet.

38. Progress Reports. In addition to the plans, reports, and other deliverables set forth in this Settlement Agreement, Respondents shall provide to EPA and IEPA monthly progress reports by the 15<sup>th</sup> day of the following month. At a minimum, with respect to the preceding month, these reports shall: (i) describe the actions which have been taken to comply with this Settlement Agreement during that month; (ii) include (according to EPA Region 5 specifications) results of



all of sampling and tests and all other data received by the Respondents or shall reference other submittals if the results and data were submitted under separate cover; (iii) describe Work planned for the next two months with schedules relating such Work to the overall project schedule for RI/FS completion; and (iv) describe all problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

39. Emergency Response and Notification of Releases.

- a. In the event of any action or occurrence arising as a result of and during Respondents' performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action. Respondents shall take these actions in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, to prevent, abate, or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the EPA Project Coordinator or, in the event of his/her unavailability, the EPA On Scene Coordinator ("OSC") Kevin Turner at (618) 525-3665 or the Regional Duty Officer, EPA Region 5 Emergency Planning and Response Branch at (312) 353-2318 of the incident or Site conditions. In the event that Respondents fails to take appropriate response action as required by this Paragraph, and EPA takes such action instead, Respondents shall reimburse EPA for all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Payment of Response Costs).
- b. In addition, in the event Respondents become aware of any release of a hazardous substance from the Site, Respondents shall immediately notify the EPA Project Coordinator, the OSC or Regional Duty Officer at (312) 353-2318, and the National Response Center at (800) 424-8802. If the release occurred as a direct result of and during Respondents' performance of the Work, Respondents shall submit a written report to EPA within seven (7) days after each release, setting forth the events that occurred and the measures taken or to be taken by Respondents to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. §§ 11004, *et seq.*

**X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS**

40. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Settlement Agreement, including the SOW and any deliverable required to be submitted for approval pursuant to the SOW or the RI/FS Planning Documents, EPA, after a reasonable opportunity for review and comment by the State, shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that the Respondents modify the submission; or (e) any combination of the above. EPA shall not

modify a submission without first providing Respondents at least one notice of deficiency, the basis, technical or otherwise, for the claim of deficiency, and an opportunity to cure in accordance with the schedule in the SOW, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

41. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Subparagraph 40.(a), (b), (c) or (e), Respondents shall proceed to take any action required by the plan, report or other item, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) with respect to the modifications or conditions made by EPA. Following EPA approval or modification of a submittal or portion thereof, Respondents shall not thereafter alter or amend such submittal or portion thereof unless directed by EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Subparagraph 40.(c) and the submission had a material defect, EPA retains the right to seek stipulated penalties, as provided in Section XVI (Stipulated Penalties).

42. Resubmission of Plans.

- a. Upon receipt of a notice of disapproval, Respondents shall, within thirty (30) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item for approval. Any stipulated penalties applicable to the submission, as provided in Section XVI, shall accrue during the specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 43 and 44.
- b. Notwithstanding the receipt of a notice of disapproval, Respondents shall proceed to take any action required by any non-deficient portion of the submission that is independent of the deficient portion of the submission unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Respondents of any liability for stipulated penalties under Section XVI (Stipulated Penalties) for the deficient portion.
- c. Unless otherwise directed by EPA, Respondents shall not proceed further with any subsequent activities or tasks at the Site until receiving EPA approval for the following deliverables: RI/FS Work Plan, Field Sampling Plan, Quality Assurance Project Plan (QAPP), Draft Remedial Investigation Report, Treatability Testing Work Plan (if applicable), Sampling and Analysis Plan, and Draft Feasibility Study Report. While awaiting EPA approval on these deliverables or approval on condition or modification of these deliverables, Respondents shall proceed with all other tasks and activities that may be conducted independently of these deliverables, in accordance with the schedule set forth in this Settlement Agreement.
- d. For all remaining deliverables not enumerated above in Subparagraph 42.c., Respondents shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI/FS. In the event the EPA

does stop Respondents from proceeding further on any task, activity or deliverable, the applicable deadline for completion of any such task, activity or deliverable will be tolled for the period of time that EPA stops Respondents from proceeding further and, if applicable, for such additional time as is necessary to allow Respondents to recommence any affected task, activity or deliverable.

43. If EPA disapproves a resubmitted plan, report or other item, or portion thereof, EPA may direct Respondents to correct the deficiencies. EPA also retains the right to modify or develop the plan, report or other item. Respondents shall implement any such plan, report, or item as corrected, modified or developed by EPA, subject only to their right to invoke the procedures set forth in Section XV (Dispute Resolution).

44. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, Respondents shall be deemed to have failed to submit such plan, report, or item timely and adequately unless Respondents invokes the dispute resolution procedures in accordance with Section XV (Dispute Resolution) and EPA's action is revoked or substantially modified pursuant to a Dispute Resolution decision issued by EPA or superseded by an agreement reached pursuant to that Section. The provisions of Section XV (Dispute Resolution) and Section XVI (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is not otherwise revoked, substantially modified or superseded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section XV, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XVI.

45. In the event that EPA takes over some of the tasks, but not the preparation of the RI Report or the FS Report, Respondents shall incorporate and integrate information supplied by EPA into the final reports.

46. All plans, reports, and other items submitted to EPA under this Settlement Agreement shall, upon approval or modification by EPA, be incorporated into and enforceable under this Settlement Agreement. In the event EPA approves or modifies a portion of a plan, report, or other item submitted to EPA under this Settlement Agreement, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement.

47. Neither failure of EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA, but if EPA does not respond to a submission in a timely fashion and EPA's response is required before Respondents may proceed with all or a portion of the Work, Respondents shall not be in violation of this Order for failing to proceed while awaiting EPA's response. Whether or not EPA gives express approval for Respondents' deliverables, Respondents are responsible for preparing deliverables acceptable to EPA.

## **XI. QUALITY ASSURANCE, SAMPLING AND DATA AVAILABILITY**

### **48. Quality Assurance.**

Respondents shall assure that Work performed, samples taken and analyses conducted conform to the requirements of the SOW, the approved QAPP, the approved Site-Specific Work Plan and guidance identified therein. Respondents will assure that field personnel used by Respondents are properly trained in the use of field equipment and in chain of custody procedures.

Respondents shall only use laboratories which have a documented quality system that complies with "EPA Requirements for Quality Management Plans (QA/R-2 (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA.

### **49. Sampling.**

- a. All results of sampling, tests, modeling or other data (including raw data) generated by Respondents, or on Respondents' behalf, during the period that this Settlement Agreement is effective, shall be submitted to EPA (in paper and electronic form according to EPA Region 5 specifications) in the next monthly progress report as described in Paragraph 38 of this Settlement Agreement. EPA will make available to Respondents validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.
- b. Respondents shall verbally notify EPA, at least fifteen (15) days prior to conducting significant field events as described in the SOW and RI/FS Work Plan/Field Sampling Plan. At EPA's verbal or written request, or the request of EPA's oversight assistant, Respondents shall allow split or duplicate samples to be taken by EPA (and its authorized representatives) during a sampling event of any samples collected by Respondents in implementing this Settlement Agreement. All of EPA's split and duplicate samples shall be analyzed by the methods identified in the QAPP.

### **50. Access to Information.**

- a. Subject to the provisions of subparagraphs b. and c., below, Respondents shall provide to EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Order, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.
- b. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to EPA and the State under this Settlement Agreement to the extent permitted by and in accordance with Section 104(e)(7) of

CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when it is submitted to EPA, or if EPA has notified Respondents that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents. Respondents shall segregate and clearly identify all documents or information submitted under this Settlement Agreement for which Respondents assert business confidentiality claims.

- c. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents asserts such a privilege in lieu of providing documents, Respondents shall provide EPA with the following: (1) the title of the document, record or information; (2) the date of the document, record or information; (3) the name and title of the author of the document, record or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record or information; (6) the privilege asserted by Respondents.
- d. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing factual conditions at or around the Site.

51. In entering into this Settlement Agreement, Respondents waive any objections to the validity of any data gathered, generated, or evaluated by EPA, the State or Respondents in the performance or oversight of the Work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by the Settlement Agreement or any EPA-approved Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the RI/FS, Respondents shall submit to EPA a report that specifically identifies and explains their objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within fifteen (15) days of the monthly progress report containing the data if provided by Respondents, or within thirty (30) days of receipt of such data from a source other than Respondents. If Respondents continue to object to such other data relating to the RI/FS, Respondents may invoke the Dispute Resolution (Section XV) provisions of this Settlement Agreement.

## **XII. SITE ACCESS AND INSTITUTIONAL CONTROLS**

52. If the Site or any other property where access is needed to implement this Settlement Agreement is owned or controlled by any of the Respondents, such Respondents shall, commencing on the Effective Date, provide EPA, the State, the non-owner Respondents and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement.

53. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than the Respondents, the Chemetco Bankruptcy Trustee for the Estate of Chemetco, Inc., or Paradigm Minerals and Environmental Services, LLC, Respondents shall use their best efforts to obtain all necessary access agreements within thirty (30) days after the Effective Date, or as otherwise specified in writing by the EPA Project Coordinator. Respondents shall immediately notify EPA if, after using their best efforts, they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. If Respondents cannot obtain access agreements, EPA may either (i) obtain access for Respondents or assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate; (ii) perform those tasks or activities with EPA contractors; or (iii) terminate the Order. Respondents shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XVIII (Payment of Response Costs). If EPA performs those tasks or activities with EPA contractors and does not terminate the Order, Respondents shall perform all other tasks or activities not requiring access to that property, and shall reimburse EPA for all costs incurred in performing such tasks or activities. Respondents shall integrate the results of any such tasks or activities undertaken by EPA into its plans, reports and other deliverables.

54. Notwithstanding any provision of this Settlement Agreement, EPA and the State retain all of their access authorities and rights, including enforcement authorities, under CERCLA, RCRA, and any other applicable statutes or regulations.

### **XIII. COMPLIANCE WITH OTHER LAWS**

55. Respondents shall comply with all applicable local, state, and federal laws and regulations when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-site, including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work is to be conducted off-site and requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. So long as Respondents submit timely and complete applications and take all other actions necessary to obtain such permits or approvals for off-site Work, then any delay in the issuance of any such permits or approvals shall toll the schedule for implementing such Work. This Settlement Agreement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

### **XIV. RETENTION OF RECORDS**

56. During the pendency of this Settlement Agreement and for a minimum of ten (10) years after commencement of construction of any remedial action for the Site, each Respondent shall preserve and retain all non-identical copies of records and documents (including records or documents in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy to the contrary. Respondents may comply with this records retention requirement by preserving all

such records and documents as true and complete copies in electronic form and disposing of the paper form of such documents. This retention requirement shall not apply to internal drafts of documents to be submitted as a final document to EPA, provided that all field notes, preliminary data, test results, or similar documents are not to be considered drafts and are subject to all document retention requirements. Until 10 years after commencement of construction of any remedial action for the Site, Respondents shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to performance of the Work, or shall acquire and retain all such documents and records from their contractors and agents.

57. At the conclusion of this document retention period, Respondents shall notify EPA at least ninety (90) days prior to the destruction of any such records or documents, and, upon request by EPA prior to the conclusion of the document retention period, Respondents shall deliver any such records or documents to EPA. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents asserts such a privilege, it shall provide EPA with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a description of the subject of the document, record, or information; and (vi) the privilege asserted by Respondents. However, no documents, reports, or other information created or generated pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

58. Each Respondent hereby individually certifies that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information (other than identical copies) relating to its potential liability regarding the Site since such Respondent received notification of potential liability by EPA or the filing of suit against it regarding the Site, and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

## **XV. DISPUTE RESOLUTION**

59. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

60. If the Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within fifteen (15) days of receipt of notice of such action, unless the objection(s) has/have been resolved informally. This written notice shall include a statement of the issue(s) in dispute, the relevant facts upon which the dispute is based; all factual data, analysis or opinion Respondents assert in support of its position, and all supporting documentation on which such party relies. EPA shall respond in writing, including supporting documentation, within twenty-one (21) days of receipt of Respondents' written objection(s). EPA

and Respondents shall have thirty (30) days from Respondents' receipt of EPA's response to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted verbally but must be confirmed in writing to be effective.

61. Any agreement reached by the Parties pursuant to this Section shall be confirmed in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement and shall be included in the Site's administrative record. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Superfund Branch Chief level or higher will issue a written decision resolving the dispute consistent with the NCP and this Settlement Agreement, based on his or her review of Respondents' written objection(s), EPA's written response(s), and any other written submissions or related data concerning the issue in dispute. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. EPA will maintain an administrative record of any information considered in resolving the dispute under this Section, including the written submissions exchanged by the Parties and the written decision issued by EPA. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section, but Respondents shall not be subject to stipulated penalties regarding an objection as to which dispute resolution was invoked and Respondents' position prevailed. Following resolution of the dispute as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs, regardless of whether Respondents agree with the EPA decision.

## **XVI. STIPULATED PENALTIES**

62. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 63 and 64 for failure to comply with any of the requirements of this Settlement Agreement specified below unless excused under Section XVII (Force Majeure). "Compliance" by the Respondents shall include completion of the Work under this Settlement Agreement or any activities contemplated under the RI/FS Planning Documents, work plans or other plan approved under this Settlement Agreement identified below and within the specified time schedules established by and approved under this Settlement Agreement.

63. Stipulated Penalty Amounts - Work. The stipulated penalty amounts identified in subparagraph a., below, shall accrue per day for any failure to comply with any milestone identified in subparagraph b., below.

- a. Penalty Per Violation Per Day Period of Noncompliance: \$500 1st through 14th day, \$1000 15th through 30th day, \$1500 31st day and beyond.
- b. Compliance Milestones:
  1. Failure to timely submit the draft RI/FS Work Plan, draft Sampling and Analysis Plan, draft RI Report, draft Human Health Baseline Risk Assessment, draft Ecological Risk Assessment, and draft FS Report as required under this Settlement Agreement;



2. Failure to timely submit any modifications required by EPA or its representatives to the RI/FS Work Plan, Sampling and Analysis Plan, draft RI Report, draft Human Health Baseline Risk Assessment, draft Ecological Risk Assessment, and draft FS Report as required under this Settlement Agreement;
3. Failure to establish an escrow account to hold disputed Future Response Costs;
4. Failure to timely submit payment of Future Response Costs as provided in this Settlement Agreement;
5. Failure to establish and maintain financial assurance in compliance with timelines and other substantive and procedural requirements of Section XXVI, Financial Assurance; and
6. Failure to meet any other obligation under this Settlement Agreement, including the SOW.

64. Stipulated Penalty Amounts - Other Reports and Written Documents. The stipulated penalty amounts identified in subparagraph a., below, shall accrue per violation per day for failure to submit timely or adequate plans, reports, technical memoranda or other written documents required by Paragraphs 38 and 42, except those documents which are identified in Paragraph 63.b.

- a. Penalty Per Violation Per Day Period of Noncompliance: \$250 1st through 14th day, \$500 15th through 30th day, \$1200 31st day and beyond.

65. In the event that EPA assumes performance of all of the Work pursuant to Paragraph 82 of Section XX (Reservation of Rights by EPA), Respondents shall be liable for a stipulated penalty in the amount of \$500,000.

66. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (i) with respect to a deficient submission under Section X (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (ii) with respect to a decision by the EPA Management Official at the Superfund Branch Chief level or higher, under Paragraph 61 of Section XV (Dispute Resolution), during the period, if any, beginning on the 31st day after the Negotiation Period begins until the date that the EPA management official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

67. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA may give Respondents written notification of the same and describe the noncompliance. EPA may send Respondents a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation, but Respondents failure to

pay penalties shall not be considered a new violation of this Settlement Agreement absent a demand or invoice from EPA notifying Respondents that such penalties are due and owing.

68. All penalties accruing under this Section shall be due and payable to EPA within thirty (30) days of Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures in accordance with Section XV (Dispute Resolution). All payments to EPA under this Section shall be paid by EFT procedures to be provided to Respondent by EPA Region 5, or by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," mailed to EPA Superfund Payments, Cincinnati Finance Center, P.O. Box 979076, St. Louis, MO 63197-9000, indicating that the payment is for stipulated penalties, and shall reference the Site name, EPA Region and Site/Spill ID Number B5HB, the title of this Settlement Agreement (including EPA Docket Number), and the name and address of the party(ies) making payment. Copies of any check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to:

Thomas Martin  
Associate Regional Counsel  
Office of Regional Counsel  
Mail Code C-14J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

Stephanie Linebaugh  
Remedial Project Manager  
Superfund Division  
Mail Code SR-6J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

69. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

70. Penalties shall continue to accrue as provided in Paragraph 66 during any dispute resolution period, but need not be paid until thirty (30) days after the dispute is resolved by agreement or by receipt of EPA's decision and EPA provides a demand or invoice for the penalty payment amount.

71. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 67.

72. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 122(1) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement Agreement except in the case of willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX (Reservation of Rights by EPA), Paragraph 82. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

## **XVII. FORCE MAJEURE**

73. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established under this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, *force majeure* is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

74. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a force majeure event, Respondents shall notify EPA orally within 48 hours of when Respondents first knew that the event might cause a delay. Within seven (7) business days thereafter, Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; and Respondents' rationale for attributing such delay to a force majeure event if they intend to assert such a claim. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

75. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondents in writing of its decision and the issue shall be subject to the dispute resolution procedures set forth in Section XV of this Settlement Agreement. Should Respondents prevail in the dispute resolution, the delay or anticipated delay shall not be deemed to be a violation of the obligations affected by the *force majeure* event.

## **XVIII. PAYMENT OF RESPONSE COSTS**

76. Payments for Future Response Costs.

- a. Respondents shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondents a bill for the Site requiring payment that includes Region 5's Itemized Cost Summary, which includes direct and indirect costs incurred by EPA and its contractors, and a U.S. Department of Justice (DOJ) cost summary, which includes costs incurred by DOJ and its contractors, if any. Respondents shall make all payments within forty-five (45) days of receipt of each

bill requiring payment, except as otherwise provided in Paragraph 78 of this Settlement Agreement, according to the following procedures.

- i. If the payment amount demanded in the bill is for \$10,000 or greater, payment shall be made to EPA by Electronic Funds Transfer ("EFT") in accordance with current EFT procedures to be provided to Respondents by EPA Region 5. Payment shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, EPA Region 5, the Site/Spill ID Number and the account number.
- ii. If the amount demanded in the bill is less than \$10,000, the Settling Respondents may in lieu of the EFT procedures in Subparagraph 76.a.i. make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the party making the payment, and the EPA Site/Spill ID Number. Settling Respondents shall send the check(s) to:

U.S. Environmental Protection Agency  
Superfund Payments  
Cincinnati Finance Center  
P.O. Box 979076  
St. Louis, Missouri 63197-9000

- b. At the time of payment, Respondents shall send notice that payment has been made to:

Thomas Martin  
Associate Regional Counsel  
Office of Regional Counsel  
Mail Code C-14J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

Stephanie Linebaugh  
Remedial Project Manager  
Superfund Division  
Mail Code SR-6J  
77 West Jackson Blvd.  
Chicago, IL 60604-3590

- c. The total amount to be paid by Respondents pursuant to Subparagraph 76.a. shall be deposited in the Chemetco Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

77. If Respondents do not pay Future Response Costs within forty-five (45) days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance. The Interest on unpaid Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payments of stipulated

penalties pursuant to Section XVI. Respondents shall make all payments required by this Paragraph in the manner described in Paragraph 76.

78. Respondents may contest payment of any Future Response Costs under Paragraph 76 if they determine that EPA has made an accounting error or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP or was outside the scope of this Settlement Agreement. Such objection shall be made in writing within thirty (30) days of receipt of the bill and must be sent to the EPA Project Coordinator. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall within the thirty (30)-day period pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 76. Simultaneously, Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Illinois and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check or ETF wire paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XV (Dispute Resolution). If EPA prevails in the dispute, within fifteen (15) days of the resolution of the dispute, Respondents shall pay the sums due (with accrued Interest) to EPA in the manner described in Paragraph 76. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued Interest) for which they did not prevail to EPA in the manner described in Paragraph 76. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph, in conjunction with the procedures set forth in Section XV (Dispute Resolution), shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

#### **XIX. COVENANT NOT TO SUE BY EPA**

79. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work and for Future Response Costs. This covenant not to sue shall take effect upon EPA's issuance of the notice of completion of the Work under Paragraph 106, and is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs and any Interest or Stipulated Penalties due for failure to pay Future Response Costs as required by Sections XVIII and XVI of this Settlement Agreement. This covenant not to sue extends only to Respondents and does not extend to any other person.

## XX. RESERVATIONS OF RIGHTS BY EPA

80. Except as specifically provided in this Settlement Agreement, nothing shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site, and nothing shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

81. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified in that Section. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definition of Future Response Costs, including, but not limited to, Past Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

82. Work Takeover. In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by EPA in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondents shall pay pursuant to Section XVIII (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

## XXI. COVENANT NOT TO SUE BY RESPONDENTS

83. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Future Response Costs or this Settlement Agreement, including, but not limited to:
- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
  - b. any claim arising out of the Work or arising out of the response actions for which the Future Response Costs have or will be incurred, including any claim under the United States Constitution, the Illinois Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
  - c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or payment of Future Response Costs.

84. Except as expressly provided in Section XXI, Paragraph 86 (*De Minimis* Waivers), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order against Respondents pursuant to the reservations set forth in Paragraphs 81.b., c., and e. - g., but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

85. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

86. Respondents agree not to assert any claims and to waive all claims or causes of action that they may have for all matters relating to the Site, including for contribution, against any person that has entered into a final *de minimis* settlement under Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), with EPA with respect to the Site as of the Effective Date. This waiver shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person if such person asserts a claim or cause of action relating to the Site against such Respondent.

## XXII. OTHER CLAIMS

87. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents, and Respondents assume no liability for injuries or damages to persons or property resulting from any acts or omissions of any other persons in the performance of ordered or agreed upon response actions or other response activities at the Site, identified in Paragraph 12 of EPA's Findings of Fact.

88. Except as expressly provided in Section XXI, Paragraph 86 (*De Minimis* Waivers) and Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

89. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review, except EPA actions pertaining to enforcement of this Order as set forth in Section 113(h)(2) of CERCLA, 42 U.S.C. § 9613(h)(2).

### **XXIII. CONTRIBUTION**

90.

- a. The Parties agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has resolved liability to the United States within the meaning of Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement are the Work and Future Response Costs.
- b. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which each Respondent has resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B). Except as provided in Section XXI, Paragraph 86 of this Settlement Agreement (*De Minimis* Waivers), nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any persons not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Sections 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

### **XXIV. INDEMNIFICATION**

91. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives (collectively, the “United States”) from any and all claims or causes of action arising from, or on account of negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys’ fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other



wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

92. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

93. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between the Respondents and any person for performance of Work on or relating to the Site. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between the Respondents and any person for performance of Work on or relating to the Site.

## **XXV. INSURANCE**

94. At least thirty (30) days prior to commencing any On-Site Work under this Settlement Agreement, Respondents or Respondents' contractor shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of \$2 million dollars, combined single limit, naming the United States as an additional insured. Within the same period, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall submit such certificates and copies of policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

## **XXVI. FINANCIAL ASSURANCE**

95. Within sixty (60) days of the Effective Date, Respondents shall establish and maintain financial security for the benefit of EPA in the amount of \$2 million dollars in one or more of the following forms to secure the full and final completion of Work by Respondents:

- a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;

- b. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA equaling the total estimated cost of the Work;
- c. a trust fund administered by a trustee acceptable in all respects to EPA;
- d. a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;
- e. a written corporate guarantee to perform the Work provided by one or more parent corporations or subsidiaries of Respondents, or by one or more unrelated corporations that have a substantial business relationship with at least one of Respondents; including a demonstration that any such company satisfies the financial test requirements of 40 C.F.R. § 264.143(f);
- f. a corporate guarantee to perform the Work by one or more of Respondents, including a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. § 264.143(f); and/or
- g. any other financial mechanism acceptable to and approved by EPA.

96. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondents shall, within thirty (30) days of receipt of notice of EPA's determination, obtain and present to EPA for approval alternative financial assurance in one or more of the forms of financial assurance listed in Paragraph 95, above. In addition, if at any time EPA notifies Respondents that an increased amount of financial assurance is required, then, within thirty (30) days of such notification, which shall include the amount of the anticipated cost increase, Respondents shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

97. If Respondents seeks to ensure completion of the Work through a guarantee pursuant to Subparagraph 95.e or 95.f. of this Settlement Agreement, Respondents shall (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. § 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. § 264.143(f) annually, on the anniversary of the Effective Date, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. § 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the current cost estimate of \$2 million for the Work at the Site shall be used in relevant financial test calculations.

98. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 97 of this Section, Respondents may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution) and may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

99. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

100. When Respondents receive written notice from EPA in accordance with Paragraph 106 of this Settlement Agreement that the Work has been fully performed in accordance with this Settlement Agreement, Respondents may release, cancel, or discontinue the financial assurance instrument(s) provided pursuant to this Section. Upon the request of a Respondent and to the extent required or requested by the issuer of the financial assurance instrument(s), EPA will execute any documents, to the extent they are in a form acceptable to EPA, confirming that the financial assurance instrument(s) may be released, cancelled, or discontinued.

## **XXVII. INTEGRATION/APPENDICES**

101. This Settlement Agreement and its appendices, and any deliverables, technical memoranda, specifications, schedules, documents, plans, and reports (other than progress reports), that will be developed pursuant to this Settlement Agreement and become incorporated into and enforceable under this Settlement Agreement constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

“Appendix A” is the list of Respondents.

“Appendix B” is the SOW.

## **XXVIII. ADMINISTRATIVE RECORD**

102. EPA will determine the contents of the administrative record file for the Site for selection of the remedial action. Respondents shall submit to EPA documents developed during the course of the RI/FS upon which selection of the response action may be based. Upon request of EPA, Respondents shall provide non-privileged copies of plans; task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports which are subject to Record Retention (Section XIV) under this Settlement

Agreement. Upon request of EPA, Respondents shall additionally submit any previous studies conducted under state, local or other federal authorities relating to selection of the response action, and all communications between Respondents and state, local, or other federal regulatory authorities concerning selection of the response action. At EPA's discretion, Respondents shall establish a community information repository at or near the Site, to house one copy of the administrative record provided by EPA.

#### **XXIX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION**

103. This Settlement Agreement shall be effective the day the Settlement Agreement is signed by EPA's Director of the Superfund Division or his/her delegate.

104. This Settlement Agreement may be amended by mutual agreement of EPA and Respondents. Amendments shall be in writing and shall be effective when signed by EPA. EPA Project Coordinators do not have the authority to sign amendments to the Settlement Agreement.

105. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding reports, plans, specifications, schedules, or any other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

#### **XXX. NOTICE OF COMPLETION OF WORK, AND TERMINATION AND SATISFACTION OF SETTLEMENT AGREEMENT**

106. When EPA determines that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including but not limited to payment of Future Response Costs and record retention, EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, provide a list of the deficiencies, and require that the Respondents modify the RI/FS Planning Documents or other work plan if appropriate in order to correct such deficiencies, in accordance with Paragraph 35 (Modification of the Work Plan). Failure by Respondents to implement the approved, modified RI/FS Planning Documents or other work plan shall be a violation of this Settlement Agreement. Upon EPA's issuance of the Notice of Completion to Respondents, this Settlement Agreement shall terminate, subject to Respondents' continuing obligation to comply with the record retention requirements of Section XIV.

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 28<sup>th</sup> day of January 2015

For Respondent:

By: 

Name: Steven L. Isicoff

Title: President

Address: ABC/Young Brothers, Corp.  
3495 NW N. River DR.  
Miami, FL 33142

IN THE MATTER OF:  
Chemtco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 4 day of Feb., 2015

For Respondent: Miami Metals, Inc

By: \_\_\_\_\_

Name: [Signature]

Title: Off. Mngt.

Address:

MIAMI METALS, INC.  
2701 N.W. 32ND AVE.  
MIAMI, FL 33142  
PH. (305) 635-4084

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22<sup>ND</sup> day of JANUARY, 2015

For Respondent: WOLVERINE TUBE INC.

By: Mark J. Brown

Name: MARK J. BROWN

Title: CORPORATE ENGINEERING MANAGER

Address: WOLVERINE TUBE INC  
2100 MARKET STREET N.E.  
DECATUR, AL 35601

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of January, 2015

For Respondent: Wolverine Brass Incorporated

By: Dennis T Fore

Name: Dennis T Fore

Title: Safety & Environmental Manager

Address: 2951 E Hwy 501  
CONWAY SC 29526



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14<sup>th</sup> day of Jan, 2015

For Respondent: West Virginia Cashin Recyclables, Inc.

By: 

Name: Scott A. Clark

Title: Secretary

Address: P.O. Box 336  
Nitro, WV 25143

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20<sup>th</sup> day of January 2015

For Respondent: Viking Recycling, Inc.

By: Phillip U. Massey

Name: Phillip U. Massey

Title: Vice President

Address: 1624 S.R. 60 West  
Lake Wales, FL 33859

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20 day of JAN, 2015

For Respondent:

By: 

Name:

ALEX J. STANWICK

Title:

PRESIDENT

Address:

VICTORY WHITE METAL CO  
3021 E. 55<sup>TH</sup> ST  
CLEVELAND, OHIO 44127

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21<sup>st</sup> day of January, 2015

For Respondent: Victor Equipment Company

By: \_\_\_\_\_

Name: MARC PAULLEMAN

Title: Vice President + Assistant Secretary

Address:

c/o Victor Technologies  
16052 SWINGLEY RIDGE ROAD  
Suite #300  
St. Louis, MO 63017

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26<sup>th</sup> day of Jan, 2015

For Respondent: Kidde - Fenwal, Inc. as apparent successor  
to AFAC c/o National Foam, Inc.

By: 

Name: Deane Andrews

Title: Asst. Secretary

Address: One Carrier Place  
Farmington, CT 06118

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21 day of January, 2015

For Respondent: United States Metal Powders

By: 

Name: K. Clive Ramsey

Title: President

Address: 408 US Highway 202  
Flemington NJ 08822

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23<sup>rd</sup> day of JAN, 2015

For Respondent: TTM Technologies Inc

By: AR Wilnot

Name: Lee Wilnot

Title: DIRECTOR, Corp. EHS

Address: 5810 ADAMANT TRL  
CUMMING, GA 30040



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 15<sup>th</sup> day of JANUARY, 2015

For Respondent: TOTAL METAL RECYCLING, Inc.

By: \_\_\_\_\_

Name: Larry J. Present

Title: Chief Financial Officer

Address: 2700 Missouri Avenue  
Granite City, Illinois 62040



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23 day of JAN., 2015

For Respondent: THORNTON IRON & METAL, INC

By: Mike Thornton

Name: MIKE THORNTON

Title: PRESIDENT

Address: 750 Co Rd 76  
Rogersville, AL 35652

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20TH day of JAN, 2015

For Respondent:

By: Ed Campana

Name: Ed Campana

Title: Chief Operating Officer

Address: The Kendra Group, Inc., dba Bell Enterprise  
2394 Saratoga Way  
San Bernardino, CA 92407

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14<sup>th</sup> day of JANUARY, 2015

For Respondent:

By: 

Name:

JOHN N. PHILIPPESSEN

Title:

CEO

Address:

THE FORD METER BOX COMPANY, INC.  
775 MANCHESTER AVENUE, P.O. Box 443  
WABASH, IN 46992

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23<sup>rd</sup> day of January, 2015

For Respondent:

By: 

Name: Carlos E. Bayron

Title: Authorized Representative for Texel Corp.

Address: PO Box 6461  
Mayaguez, PR 00681

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9th day of January, 2015

For Respondent: Techemet Trading, Inc.

By: 

Name: Bryce Ward

Title: Vice President

Address: 6025 Genoa Red Bluff Rd  
Pasadena TX 77507

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12th day of Jan., 2014 2015

For Respondent: TAG Acquisitions, Inc. (d/b/a National Material Recycling)

By: Mark D. Tagliavoni

Name: Mark D. Tagliavoni

Title: President

Address: 3651 Broadway  
Lorain, OH 44052

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20<sup>th</sup> day of Jan., 2015

For Respondent:

By: Staci Minchen

Name: STACI MINCHEN

Title: SECRETARY / TREASURER

Address: STANDARD IRON & METAL CO., LLC  
P.O. Box 302  
Oklahoma City, OK 73101

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23 day of January 2015

For Respondent: Southern Metals Company

By: Andy Helber

Name: ANDY Helber

Title: President

Address: 2200 Donald Ross RD  
Charlotte NC 28208



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9<sup>th</sup> day of JANUARY 2015

For Respondent:

By: 

Name: JAMES DANIEL

Title: PRESIDENT, SMC RECYCLING, INC

Address: PO Box 289  
117 TEXACO DRIVE  
SELMA TN 38375

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22nd day of Jan, 2015

For Respondent: Small Parts, Inc.

By: 

Name: J. Anthony Firmani

Title: CEO

Address: 3500 DePauw Blvd, Suite 1090  
Indianapolis, IN 46268

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23rd day of January, 2015.

For Respondent:

SLOAN VALVE COMPANY

By:   
Name: Frank H. Hackmann  
Title: Partner

Address: Dentons US LLP  
One Metropolitan Square, Suite 3000  
St. Louis, Missouri 63102

IN THE MATTER OF:

Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14 day of January, 2015

For Respondent:

By:

Name:

Title:

Address:

SIMS BROS. INC.  
1011 S. PROSPECT ST  
MARION, OH 43301

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 27th day of January, 2015

For Respondent: SERLIN IRON & METAL CO., INC.

By: 

Name: Mitchell Kalter

Title: Vice President

Address: 1810 North Kilbourn Avenue  
Chicago, IL 60639

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 08 day of JAN., 2015

For Respondent: Sam Berman and Sons

By: Richard Berman

Name: Richard Berman

Title: Manager

Address: 3871 50th Street  
P.O. Box 358  
Grinnell, Iowa 50112

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12<sup>TH</sup> day of JANUARY 2015

For Respondent: Salitsky Alloys, Inc.

By: Andrew Salitsky

Name: Andrew Salitsky

Title: President

Address: 35 Industrial Drive  
Holden, MA 01520

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16<sup>th</sup> day of January, 2015

For Respondent:

By: 

Todd Safran, Safran Metals, Inc.

Name: Todd Safran

Title: Vice President

Address: Safran Metals, Inc.  
1685 N. Elston  
Chicago, IL 60642



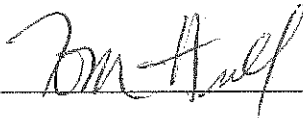
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 23 day of Jan, 2015

For Respondent:

By: 

Name: Rosenman's Inc.

Title: President

Address: P.O. Box 1002  
Ottumwa, IA 52501

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of January, 2015

For Respondent: Regional Computer Recycling & Recovery LLC (Rochester Computer Recycling)  
By: Michael J. Whyte

Name: Michael J. Whyte

Title: President

Address: 7318 Victor-Mendon Rd.  
Victor, NY 14564

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13<sup>th</sup> day of January 2015

For Respondent: RECYCLING CENTER, INC.

By: Debra Edelman  
V.P.

Name: Debra Edelman

Title: Vice-President and Secretary-Treasurer

Address: 630 South M Street  
Richmond, Indiana 47374

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12<sup>th</sup> day of January 2015

For Respondent: R&M Recycling Inc.

By: Michael Rogers

Name: Michael Rogers

Title: President

Address: 4103 Lagrange St. Toledo, OH 43612

mailing address: P.O. Box 80008 Toledo, OH 43608

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21<sup>ST</sup> day of JAN., 2015

For Respondent:

Quincy Recycle Paper, Inc.

By: Bryan K. Stokes

Name: BRYAN K. STOKES

Title: PRESIDENT

Address: 535 MAINE ST  
SUITE 6  
QUINCY, IL 62301

AND (2) Respondents (1) NOT ON AN  
INDIVIDUAL BASES  
BUT IN THE  
CAPACITY AS  
REPRESENTING  
THE RESPONDENT

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14 day of Jan, 2015

For Respondent:

By: Cheryl Kolb

Name: Cheryl Kolb  
Quantum Metals, Inc

Title: Corp. Secretary

Address: 3675 Taft Rd  
Lebanon, OH 45036

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23 day of Jan., 2015

For Respondent: Quandt Auto Salvage, Inc.

By: Gary Quandt

Name: Gary Quandt

Title: President/Officer

Address: Quandt Auto Salvage, Inc.  
18829 Kittyhawk Avenue  
Carroll, IA 51401

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21 day of JAN, 2015

For Respondent: Productive Metals, Inc.

By: Alene Feinstein

Name: Alene Feinstein

Title: Office Mgr

Address: 17384 Conant  
Detroit MI 48212



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21 day of January, 2015

For Respondent: PMX Industries, Inc.

By: Kurt Boehm

Name: KURT BOEHM

Title: VICE PRESIDENT - MANUFACTURING

Address: 5300 WILLOW CREEK DRIVESW  
CEDAR RAPIDS, IA 52404

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13<sup>th</sup> day of January, 2015

For Respondent:

By: Holger K. Schweisthal  
PIAD Precision Casting Corporation  
Name: Holger K. Schweisthal

Title: President/CEO

Address: 112 Industrial Park Road  
Greensburg, PA 15601

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 27 day of JAN, 2016

For Respondent: Phoenix Metal Trading

By: glew

Name:

JONATHAN COLNER

Title:

PRESIDENT

Address:

610 S 19TH AVE  
PHOENIX AZ 85009

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21 day of JAN, <sup>2015</sup>~~2014~~ Def

For Respondent: PETAG CORPORATION

By: DL Peterson

Name: DONNY L. Peterson

Title: V- President

Address: PO Box 15651  
Houston TX  
77020

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14<sup>th</sup> day of JAN, 2015

For Respondent: Paul Mattuchio, Inc.

By: 

Name: Paul P. Mattuchio

Title: President

Address: 366 Second Street  
Everett, Massachusetts 02149

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16<sup>th</sup> day of January, 2015

For Respondent: Palm Beach Metal, Inc.

By: Marguerite Caruso

Name: Marguerite Caruso

Title: Vice President

Address:

7796 Belvedere Road  
West Palm Beach, FL 33411

[Signature]

John Caruso

President



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14 day of Jan, 2015

For Respondent:

By: Mark Groul

Name: Overland Metals LLC

Title: V.P.

Address: 8510 Lackland Rd,  
Overland, MO 63114

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20th day of January, 2015

For Respondent:

By: George H. Cave

Name: George H. Cave

Title: Executive Vice President, General Counsel,  
Chief Compliance and Ethics Officer, Chief  
Risk Officer and Corporate Secretary

Address: ON Semiconductor Corporation  
Law Department (M/D A700)  
5005 East McDowell Road  
Phoenix, AZ 85008



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23rd day of January, 2015

For Respondent: OmniSource Corporation

By: \_\_\_\_\_

Name: Brian Winters

Title: Corporate Environmental Manager

Address: 7575 W. Jefferson Boulevard  
Fort Wayne, Indiana 46804.

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9th day of January, 2015

For Respondent: *Olin Corporation*

By: *Curtis M Richards*

Name: Curtis M. Richards

Title: Corporate VP, EH&S

Address: 3855 North Ocoee Street NW  
Suite 200  
Cleveland, TN 37312

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23rd day of Jan., 2015

For Respondent: Ocmus, Inc. (f/k/a Sumco, Inc.)

By: Thomas W. Dimond

Name: Thomas W. Dimond

Title: Attorney

Address: Ice Miller LLP  
200 West Madison Street  
Suite 3500  
Chicago, Illinois 60606

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21 day of January, 2014<sup>5</sup>

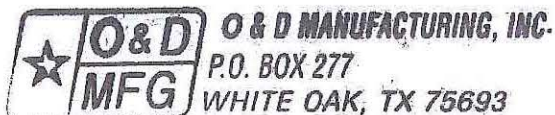
For Respondent:

By: Lewis E. Orms

Name: Lewis E. Orms

Title: President

Address:



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 22nd day of January, 2015

For Respondent:

By: SE James

Name: Stephen E James

Title: Plant Manager

Address: Nyrstar Clarksville, Inc  
PO Box 1104  
Clarksville, TN 37041

IN THE MATTER OF:

Chemetco, Inc. Superfund Site

Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19 day of January, 2015

For Respondent: NTR, plc as authorized representative for  
Greenstar Mid-America, LLC

By: Rosheen McGuckian

Name: Rosheen McGuckian,

Title: Chief Executive Officer

Address: Burton Court, Burton Hall Road, Sandyford, Dublin 18,  
Ireland



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 27th day of JANUARY 2015

For Respondent: NORTHROP GRUMMAN SYSTEMS CORPORATION

By: \_\_\_\_\_

Name: JOSEPH P. KWAN

Title: CORPORATE DIRECTOR  
ENVIRONMENTAL REMEDIATION

Address: 2980 FAIRVIEW PARK DRIVE  
FALLS CHURCH, VA 22042

RECEIVED - OLIM CORP

JAN 30 2015

*Superfund Remediation  
GROUP*

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 26th day of February 2015

For Respondent: NORTHEAST METAL TRADERS, INC.

By: Alice Myers

Name: Alice Myers

Title: Controller

Address: 7345 Milnor St.  
Philadelphia PA 19135



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20<sup>th</sup> day of Jan, 2015

For Respondent: Nonferrous Products, Inc.

By: Mark Wolma

Name: Mark Wolma

Title: President

Address: 401 Arvin Rd.  
Franklin, IN 46131

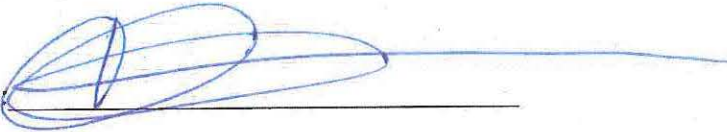
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 14<sup>th</sup> day of January, 2015

For Respondent:

By: 

Name: Thomas L. Eisele

Title: Senior Vice President, Chief Legal Officer & Secretary

Address: NIBCO Inc.  
1516 Middlebury Street  
Elkhart, IN 46516-4740

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20<sup>th</sup> day of January, 2014

For Respondent: Niagara Mohawk Power Co

By: Charles Willard

Name: Charles Willard

Title: Authorized Representative

Address: 300 Erie Blvd  
Syracuse, NY


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12<sup>th</sup> day of Jan, 2014

For Respondent: New Ulm Steel & Recycling, Inc.

By: 

Name: Josh Lunenburg

Title: CEO / owner

Address: 218 19th St. S  
New Ulm, MN 56073

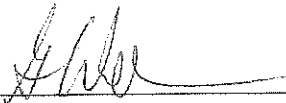
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 26 day of Jan, 2015

For Respondent: Mueller Industries, Inc.

By: 

Name: Gary C. Wilkerson

Title: Vice President, General Counsel and Secretary

Address: 8285 Tournament Drive, Suite 150, Memphis, TN 38125

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of JAN, 2015

For Respondent: Mueller Copper Tube Products, Inc.

By: 

Name: Gary C. Wilkerson

Title: Vice President--Legal and Secretary

Address: 8285 Tournament Drive, Suite 150, Memphis, Tn 38125

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20 day of Jan, 2015

For Respondent: mt chemens metal Recycling

By: Steven A Hurd

Name: Steven A Hurd

Title: President

Address: 41495 IRWIN DR  
HARRISBURG, MT  
48045

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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FEB 02 2015

*Environmental Remediation*  
GROUP

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of January 2015

For Respondent:

By: *Gary R. Cogg*

Name:

Title: *President*

Address: *Mountain Metal Company*  
*P.O. Box 131*  
*Prestonsburg, Ky. 41653*



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9<sup>th</sup> day of January, 2015

For Respondent:

By: 

Name: Fred Wollman

Title: President - Morganite Industries Inc

Address: 4000 West Chase Blvd  
Suite 170  
Raleigh, NC 27607

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19<sup>th</sup> day of Jan, 2015

For Respondent: Moen, Inc.

By: Jennifer Nijman

Name: Jennifer Nijman, for + solely on behalf of  
Moen, Inc.

Title: attorney for Moen, Inc.

Address: Nijman Franzetti, LLP  
10 S. LaSalle St, Ste 3600  
Chicago, IL 60603

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26<sup>th</sup> day of January 2015

For Respondent:

By: Modine Manufacturing Co.

Name: Scott Wolkenberg Scott Wolkenberg

Title: Regional Vice President - Americas

Address: 1500 DeKoven Avenue  
Racine WI 53403

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23rd day of January, 2015

For Respondent: Mintz Scrap Iron & Metal Co.

By: O'Neal Mintz

Name: O'Neal Mintz

Title: Pres.

Address: 395 Mayness Dr  
Spartanburg, S.C. 29303

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

## SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 4 day of Feb, 2015

For Respondent: Miami Metals, Inc

By: \_\_\_\_\_

Name: Gregory Hansen

Title: ~~Off.~~ Mngt.

Address:

MIAMI METALS, INC.  
2701 N.W. 32ND AVE.  
MIAMI, FL 33142  
PH. (305) 635-4084



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

RECEIVED - OLIN CORP

FEB 03 2015

*Environmental Remediation*  
GROUP

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26th day of January, 2015

For Respondent: METRO RECYCLING, INC.

By:  \_\_\_\_\_

Name: Neil Samahon

Title: General Manager

Address: 1501 E. Main St.  
Griffith, IN 46319

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 23<sup>rd</sup> day of January 2015

For Respondent:

By: Mark Bond

Name: Mark Bond

Title: President - Metro Group Inc.

Address: 3150 W 900 South  
Salt Lake City UT 84104

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9<sup>TH</sup> day of JAN, 2015

For Respondent:

By: Thomas A. Skibinski

Name: THOMAS A. SKIBINSKI

Title: VICE PRESIDENT OF OPERATIONS

Address: METALSTAMP INC  
6800 E. MINOOKA RD  
MINOOKA ILLINOIS 60447

(PLEASE NOTE NEW ADDRESS)



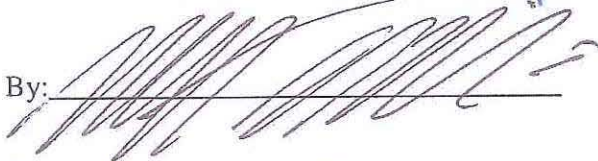
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 26 day of January, 2015

For Respondent: Metallo-Chimique N.V.

By: 

Name: Kenneth Rivlin

Title: Partner

Address: Allen & Overy  
1221 Ave. of the Americas  
NY, NY 10020

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13<sup>th</sup> day of January, 2015

For Respondent:  
**METALICO ROCHESTER, INC.**

By: 

Name: Arnold S. Graber

Title: Secretary

Address: c/o Metalico, Inc.  
186 North Ave. East  
Cranford, NJ 07016-2439

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14 day of JANUARY, 2015

For Respondent:

By: 

Lew Ross, Metal Management Midwest, Inc.(including Cozzi Iron & Metal, Metal Management Pittsburgh, Sims Group USA Corp., Metal Management Memphis, LLC, Metal Management Arizona, Inc., Metal Management Denver, Metal Management New Jersey, Metal Management Ohio)

Name: Lew Ross

Title: President – Central Region

Address: Metal Management Midwest, Inc. d/b/a Sims Metal Management  
2425 S Wood Street  
Chicago, IL 60608

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 15<sup>th</sup> day of Jan, 2014 2015

For Respondent: METAL Exchange Corporation

By: Edward O. Merz

Name: Edward O. Merz

Title: EVP & CFO

Address: METAL EXCHANGE CORPORATION  
111 WEST PORT PLAZA, Suite 700  
ST. LOUIS, MO 63146

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26<sup>th</sup> day of Jan, 2015

For Respondent: Metal Dynamics Corp.

By: 

Name: Don Doss

Title: President

Address: 1145 N. Iroquois  
Tulsa OK 74106

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 27 day of JAN, ~~2014~~ 2015 <sup>25</sup>

For Respondent: Metal Briquetting

By: Tim Stralitz

Name: TIM STRALITZ

Title: PRESIDENT

Address: 366 E. 58<sup>th</sup> ST.  
L.A., CA 90011

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9 day of Jan, 2015

For Respondent:

By: [Signature]

Name: FRED CHAN

MICHAELS SCRAP (KIN + METAL CO

Title: SEC-TRES

Address: 6500 E MICHAELS DETROIT MI 48212  
PO BOX 69387-48209

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16<sup>th</sup> day of January, 2015

For Respondent:

MAX COHEN & SONS, INC.  
d/b/a Advanced Recycling

By: Steven Cohen

Name: Steven Cohen

Title: President

Address: c/o its designated representative  
Donald C. Crandlemire, Esquire  
Shaheen & Gordon, P. A.  
P. O. Box 2703  
Concord, NH 03302  
Telephone: 603-617-3035  
Facsimile: 603-225-5112  
Email: dcrandlemire@shaheengordon.com



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19th day of January, 2015

For Respondent: Mason Corporation

By: 

Name: Todd Hofer

Title: President

Address: 1049 US Highway 41, Po Box 38  
Schererville, IN 46375

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21st day of January, 2015

For Respondent: Delta Faucet Company

By: Scott Halpert

Name: Scott Halpert

Title: Senior Corporate Counsel

Address: Masco Corporation  
21001 Van Born Rd  
Taylor, MI 48180

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19th day of Jan, 2015

For Respondent: Martin Bros. Sardis LLC

By: Henry O Martin

Name: Henry O Martin

Title: Partner

Address: PO Box 102  
Sardis MS 38666

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 9<sup>th</sup> day of Jan, 2015

For Respondent:

By: 

Name: Stephen Mahoney  
Mahoney Foundries, Inc.

Title: President

Address: 209 W. Ohio Street  
Kendallville, IN 46755

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 12<sup>th</sup> day of Jan, 2014<sup>5</sup>

For Respondent: M. Burtis Co

By: David Pascoe

Name: David Pascoe

Title: CFO

Address: M Burtis Co.  
11 FORBES RD  
Woburn, MA 01801


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21st day of JAN, 2015

For Respondent: Louis Meskan Brass Foundry, Inc.

By: 

Name: DONALD MESKAN

Title: VP

Address:

MESKAN FOUNDRY  
2007 N. MAJOR  
CHICAGO, IL 60639

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13 day of January, 2015

For Respondent: Liberty Scrap Metal, Inc.

By: 

Name: Mark Edelmann

Title: President

Address: 1030 25th Court  
West Palm Beach FL 33407

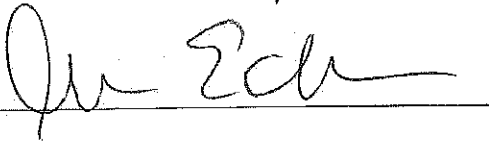
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 13 day of January, 2015

For Respondent: Liberty Scrap Metal Plant II Inc

By: 

Name: ALLEN EDELMANN

Title: President

Address: 417 Angle Rd  
Ft Pierce FL 34947



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 12th day of January, 2015

For Respondent: LEMM Liquidating Company, LLC f/k/a Fulmer Company LLC

By: 

Name: Leo A. Eger

Title: Partner

Address: 3004 Venture Court  
Export, PA 15632-8949

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13 day of January, 2015

For Respondent: Kobe Copper Products, Inc.  
Kobe Steel USA, Inc.

By: John Tassitino

Name: John Tassitino

Title: Corporate Environmental, Health and Safety Manager

Address: 3117 Poplarwood Ct Ste 301  
Raleigh, NC 27604-1042

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 22 day of JAN, 2015

For Respondent:

By: Mary Lynn Thompson

Name: MARY LYNN THOMPSON

Title: TREASURER

Address: KEYSTONE IRON & METAL CO., INC.  
4903 E. CARSON ST  
PITTSBURGH, PA 15207

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22nd day of January 2015

For Respondent: D & J Promotions dba Jeffco Metals

By: Jeff Sklar PRESIDENT

Name: Jeffrey Sklar

Title: President

Address: 1140 Marion Avenue S.W.  
Canton, Ohio 44706

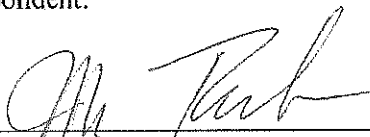
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 15 day of JANUARY, 2015

For Respondent:

By: 

Name: JEFF TROCKMAN

Title: VP  
J. TROCKMAN & SONS, INC.

Address: P.O. Box 682  
EVANSVILLE, IN 47704


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12<sup>TH</sup> day of JANUARY, 2015

For Respondent:

By: 

Name: BRIAN NACHLIS

Title: VICE PRESIDENT

Address: J. SOLOWEN + Co. INC  
6701 ENGLISH AVE  
PO Box 19855  
INDIANAPOLIS, IN 46219

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 8<sup>th</sup> day of JAN, ~~2014~~ 2015

For Respondent:

Iskiwitz Metal

By:

Allen Iskiwitz

Name:

Allen N Iskiwitz

Title:

President

Address:

604 Marble Ave  
Memphis TN 38107

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19<sup>th</sup> day of January 2015

For Respondent: ISA Recycling

By: Thomas P. Ashby

Name: Tom Ashby

Title: QEHHS Director

Address: 7100 Grade Ln  
Louisville, KY 40213



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21st day of January 2016  
2014

For Respondent: International Metal Corp.

By: 

Name:

Bruce Baldes

Title:

Manager

Address:

Int'l Metal Corp.  
150 Old Page Rd  
Stoughton, MA 02072

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 23 day of January, 2015

For Respondent: Interco Trading, Inc.

By: 

Name: Rob Feldman

Title: President

Address: 10 Fox Industrial Park, Building No. 3  
Madison, Illinois 62060

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 27 day of January 2015

For Respondent:

By: Hutcherson Metals

Name: Randy Hutcherson

Title: Vice - President

Address: 14293 Hwy 210  
Halls Tennessee 38040

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 23rd day of January 2015

For Respondent: Huron Valley Steel Corporation

By: David Wallace

Name: David Wallace

Title: Senior Vice President

Address: 1650 West Jefferson  
Trenton, Michigan 48183

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9 day of JAN, 2015

For Respondent: HOMESTEAD IRON & METAL

By: Robert Terefenko

Name: ROBERT TEREFENKO

Title: VP

Address: 1019 HOMESTEAD AVE  
AUENEL NS 07001

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20<sup>th</sup> day of January, 2014<sup>5</sup>

For Respondent:

By: Joseph J. Harding  
Name: Joseph J. Harding

Title: Vice President of Harding Metals, Inc.

Address: 42 Harding Drive  
Northwood, NH 03261-0418

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26<sup>th</sup> day of Jan., 2015

For Respondent: Guardian Industries Corp.

By: Charles R. Mowrey

Name: Charles R. Mowrey

Title: Director FABRICATION

Address: 2300 Harman Road  
Auburn Hills, MI 48326



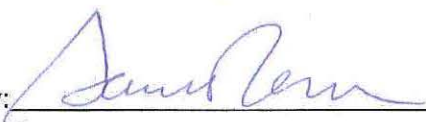
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 21 day of Jan, 2015

For Respondent: Great Lakes Paper Stock Corp

By: 

Name: Sanford Rosen

Title: President

Address: 30835 Groesbeck Hwy  
Roseville, MI 48066



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16 day of JAN., 2015

For Respondent: GREAT LAKES COPPER INC.

By: 

Name: DON WELLINGTON.

Title: PRESIDENT.

Address: 1010 CLARK RD  
LONDON ON.

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12 day of Jan, 2015

For Respondent: Gold 'N West Surplus, Inc

By: 

Name: MARK PICKERING

Title: CEO

Address: 1121 CALIFORNIA AVE  
CORONA, CA 92881

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16<sup>th</sup> day of January, 2015

For Respondent: Gold Metal Recyclers

By: Neil Goldberg

Name: NEIL GOLDBERG

Title: VICE PRESIDENT

Address: 4305 SO. LAMAR  
DALLAS, TEXAS 75215

IN THE MATTER OF:  
Chemtco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of JANUARY 2015

For Respondent:

By: Robert Bullard

Name: ROBERT BULLARD

Title: VICE PRESIDENT, SAFETY, HEALTH AND ENVIRONMENT  
GERDAU AMERISTEEL US INC.

Address: PO BOX 31328  
MIAMI, FLORIDA 33107


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19 day of JAN, 2015

For Respondent: General Metals Corp.

By: 

Name: STEVEN SARNOFF

Title: PRESIDENT

Address: 3115 NW North River Drive  
Miami, Fl. 33142



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13<sup>th</sup> day of JANUARY 2015

For Respondent: GENERAL CABLE CORPORATION and its subsidiary,  
GENERAL CABLE INDUSTRIES, INC.

By: 

Name: EMERSON C. MOSER

Title: SENIOR VICE PRESIDENT, GENERAL  
COUNSEL, CORPORATE SECRETARY

Address: 4 TESSENIER DRIVE  
HIGHLAND HEIGHTS, KY 41076

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16<sup>th</sup> day of January, 2015, 2014

For Respondent: Fresno Valves & Castings, Inc.

By: Kevin C. Follansbee

Name: Kevin C. Follansbee

Title: Chief Financial Officer

Address: Fresno Valves & Castings, Inc.  
PO Box 40  
7736 E. Springfield Avenue  
Selma, CA 93662

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois


SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22<sup>nd</sup> day of January 2014 2015

For Respondent: Freeport Minerals Corporation  
(formerly Freeport-McMoRan Corporation)

By:



Name: L. Richards McMillan, II

Title: Senior Vice President

Address: 333 North Central Avenue  
Phoenix, Arizona 85004



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22<sup>nd</sup> day of January, 2014 2015

For Respondent: Freeport-McMoRan Sales Company Inc.

By: L. Richards McMillan, II

Name: L. Richards McMillan, II

Title: Senior Vice President

Address: 333 North Central Avenue  
Phoenix, Arizona 85004

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13<sup>th</sup> day of January 2015

For Respondent: FRANKLIN IRON & METAL CORP.

By: Debra Edelman, V.P.

Name: Debra Edelman

Title: Vice-President and Secretary-Treasurer

Address: 630 South M Street  
Richmond, Indiana 47374

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22nd day of January, 20<sup>15</sup>~~14~~

For Respondent: Franklin Bronze & Alloy Co., Inc.

By: Robert E. Barber

Name: Robert E. Barber

Title: President

Address: Franklin Bronze & Alloy Co., Inc.  
Attn: Robert E. Barber  
655 Grant Street  
Franklin, PA 16323

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22 day of Jan, 2015

For Respondent: Foil's Incorporated

By: Mike Torrence

Name: Mike Torrence

Title: CEO

Address: P.O. Box 296 Harrisburg NC 28075

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20 day of JAN, 2015

For Respondent:

By: 

Name:

Max Underfer Jr., Federal Metals co. inc.

Title:

Pres.

Address:

2782 N.W. WAn River drive,  
Miami, FL 33142.

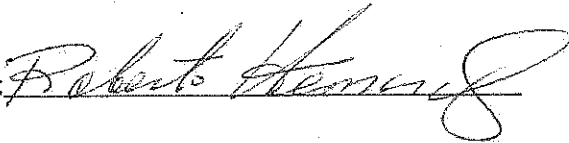
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 23 day of JAN., 2014/15

For Respondent:

By: 

Name: ROBERTO HERNANDEZ  
FAMILY RECYCLING CENTER  
Title: PRESIDENT

Address: 1851 S. CLINTON ST.  
CHICAGO, IL 60616

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9<sup>th</sup> day of JANUARY, 2015

For Respondent: Excal Inc.

By: Robert DeStefano

Name: Robert DeStefano

Title: HR/Environmental Manager

Address: P.O. Box 3030  
Mills, Wyoming 82644

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 11 day of Jan, 2015

For Respondent:

By: Wallace Titcomb

Name: WALLACE TITCOMB

Title: PRESIDENT

ENVIRO-METAL INC

Address: 75 SPOFFORD RD

AUBURN, NH 03032



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 27<sup>th</sup> day of January, 2015

For Respondent: Empire Metal Recycling, Inc.

By: [Signature]

Name: Edward L. Kowalski

Title: Vice President

Address: Lee Street  
Utica, N.Y. 13502

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 26 day of January 2015

For Respondent: Elmet S.L.U.

By: 

Name: Kenneth Rivlin

Title: Partner

Address: Allen & Overy  
1221 Ave. of the Americas  
NY, NY 10020

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19<sup>th</sup> day of JAN., 2015

For Respondent: ELMER BROTHERS INC

By: Marc Elmer

Name: MARC ELMER

Title: MANAGER

Address: P.O. Box 1028  
POUSHKEPPUS NY  
12602

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 21 day of January, 2015

For Respondent: Didion-Orf Recycling, Inc.

By: 

Name: Adam D. Orf

Title: President

Address: 206 Didion Drive  
St. Peters, MO 63376

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9 day of JAN, 2015

For Respondent:

By: 

Name: FRED CAHN  
DETROIT TRANSMETAL CO

Title: PRES

Address: 8300 DIX DETROIT MI 48209

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 14 day of January 2015

For Respondent: Derichbourg Recycling USA, Inc.

By: 

Name: Philippe Leonard

Title: CEO

Address: 1 Wharf St.  
Houston TX 77012



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20th day of Jan, 2015

For Respondent: David S. Joseph (including DJJ Metals, River Metals Recycling & Western Metal Recycling)

By: Jennifer Nijm

Name: Jennifer Nijman, for & on behalf of David S. Joseph

Title: attorney, for David S. Joseph

Address: Nijman Franzetti, LLP  
10 S. LaSalle St, Ste 3600  
Chicago, IL 60603

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of Jan., 2014

For Respondent:

By: 

Name: Dade Scrap Iron & Metal, Inc. / Bruce W Markos.

Title: President

Address: 2770 NW 32 Avenue  
Miami, FL 33142



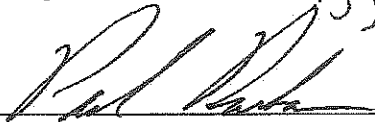
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 26 day of JANUARY, 2015

For Respondent: CPS Energy

By: 

Name: PAUL BARHAM

Title: SR. VICE PRESIDENT, ENERGY DELIVERY SERVICES

Address: P.O. Box 1771  
SAN ANTONIO, TX 78296

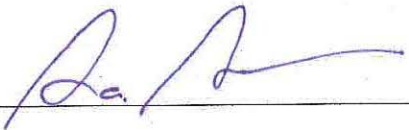
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 22 day of Jan, 2015

For Respondent:

By: \_\_\_\_\_

Name: Scott A. Samuels

Title: Corporate Vice President for Administrative Services

Address: Copperweld Bimetallics, LLC  
215 Centerview Drive, Suite 360  
Brentwood, Tennessee 37027

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed, this 13<sup>th</sup> day of January, 2015

For Respondent: CommScope, Inc.

By: Frank B. Wyatt II

Name: Frank B. Wyatt II

Title: Senior Vice President,  
General Counsel & Secretary

Address: 1100 CommScope Place SE  
Hickory, NC 28602

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 27th day of January 2014 15

For Respondent: City of St. Peters , Missouri

By: 

Name: Timothy M. Wilkinson

Title: Assistant City Administrator

Address: One St. Peters Centre Blvd.  
St. Peters, Missouri 63376

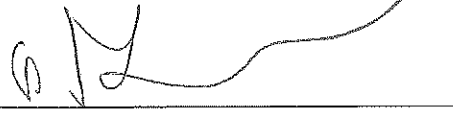
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 20<sup>th</sup> day of January, 2015

For Respondent: CHARLES SCRAP METAL, INC

By: 

Name: Allan Goldberg

Title: President

Address: 11 North Davis St.  
Providence, RI 02908

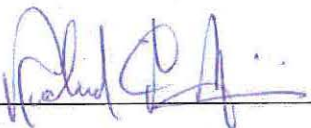
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 20<sup>th</sup> day of Jan., 2015

For Respondent: Cerro Fluv Products LLC

By: 

Name: Richard F. Ricci

Title: Counsel

Address: Lowenstein Sandler LLP  
65 Livingston Ave  
Roseland, NJ 07068  
973.597.2462  
ricci@lowenstein.com



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20<sup>th</sup> day of JAN., 2015

For Respondent:

By: Fred Bierman

Name: FRED BIERMAN

Title: PRESIDENT

Address: CENTRAL WASTE MATERIAL CO.  
1510 N. BROADWAY  
ST. LOUIS, MO 63102

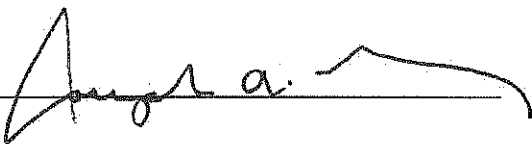
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 26<sup>th</sup> day of January, 2015

For Respondent:

By: 

Name: Catmet Company, Inc./Joseph A. Leahy

Title: President

Address: 24 North Hillside Avenue  
Suite A  
Hillside, IL 60162



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12 day of JANUARY 2015

For Respondent: CARLISLE BRAKE & FRICITION, INC. FORMERLY WELLMAN FRICTION PRODUCTS

By: Michael Lee Roberson

Name: MICHAEL LEE ROBERSON

Title: VICE PRESIDENT ASSISTANT GENERAL COUNSEL  
ASSISTANT SECRETARY

Address: C/O CARLISLE COMPANIES INCORPORATED  
11605 NORTH COMMUNITY HOUSE  
CHARLOTTE, NC 28277-1581

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 12<sup>TH</sup> day of January, 2014

For Respondent:

By: 

Name: **Dennis Laviage**

Title: **President/CEO**

Address: **C&D Scrap Metal Recyclers Co., Inc.  
PO Box 10847  
Houston, TX 77206**

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19 day of Jan, ~~2014~~ 2015

For Respondent: C + C Scrap Iron & Metal, Inc  
Kings Mountain, NC 28086

By: Dennis Conner

Name: Dennis Conner

Title: Pres.

Address: PO Box 549  
Kings Mountain, N.C. 28086

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22 day of Jan, 2015

For Respondent:

By: Michael Kootman

Name: Michael Kootman

Title: President

Address: Branch Metal Processing Corp.  
670 St. Cyr Road  
St. Louis, MO 63137

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of January 2015

For Respondent: Botrade S.L.

By: 

Name: Kenneth Rivlin

Title: Partner

Address: Allen & Overy LLP  
1221 Ave. of the Americas  
NY, NY 10020

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of JAN, 2015

For Respondent:

By: [Signature]

Name: Block Metals Inc.

Title: President

Address: 721 Stifel Ridge Ct  
Town & Country, MO  
63017

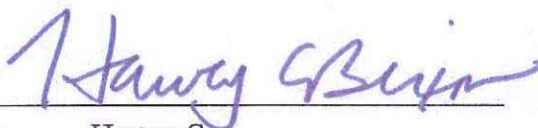
IN THE MATTER OF:  
Chemetco, Inc. Superfund  
Site Hartford, Illinois

SIGN  
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Agreed this 19<sup>th</sup> day of January, 2015

For Respondent:  
Bixon Liquidation Corp. f/k/a H. Bixon & Sons, Inc.



Name: Harvey C.  
Bixon  
Title: President  
46 Canterbury Road  
Hamden, CT 06514

All communications in this matter should also be directed to counsel for Bixon Liquidation Corp.:

Franklin W. Boenning, Esq.  
Franklin W Boenning LLC  
1577 Grouse Lane  
Mountainside, NJ 07092  
908-928-0301  
fwblaw@comcast.net


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 23 day of Jan., 2015

For Respondent: Billy Ray Pierce

By: 

Name: Vincent Pierce  
Pierce Scrap Metal

Title: Son

Address: 6563 Hwy M  
Cabool, Mo  
65689



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 15<sup>TH</sup> day of JAN., 2018

For Respondent:

By: Lawrence S. Thayer

Name: LAWRENCE S. THAYER

Title: VP + CFO

Address: BIG RIVER ZINC CORPORATION  
2401 MISSISSIPPI AVE  
SAUGET, IL 62201

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23<sup>rd</sup> day of January, 2015

For Respondent: BFI Waste Services of Indiana, LP  
By: Allied Waste Landfill Holdings, Inc., its  
General Partner

By:



Name: Tim Benter

Title: Vice President & Deputy General Counsel

Address: 18500 North Allied Way  
Phoenix, AZ 85054

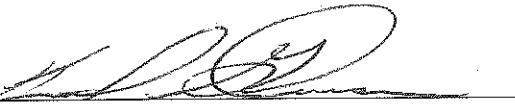
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 26<sup>th</sup> day of JAN, 2015

For Respondent: BERLINSKY SCRAP CORP.

By: 

Name: KENNETH GLASSMAN

Title: PRESIDENT

Address: 212 PAGE AVE.  
JOLIET, IL 60432

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26 day of January, 2015

For Respondent: Bell Processing

By: [Signature]

Name: Dewayne Bell

Title: Managing Partner

Address: PO Box 2604, Wichita Falls, Texas, 76307

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16<sup>th</sup> day of JAN, 2015

For Respondent:

By: 

Name: Richard Beaman

Title: manager

Address: Beaman metal Co.  
3409 E. 5<sup>th</sup> St.  
Austin, Tx. 78702

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 16 day of January 2015

For Respondent:

By: 

Lee Dunne, Barry's Metal, Ltd.

Name: Lee Dunne

Title: Owner

Address: Barry's Metal, Ltd.  
820 W. Cermak Road  
Chicago, IL 60608



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 20<sup>th</sup> day of January 2014<sup>5</sup>

For Respondent: Ball Pipe & Supply Inc./Borg Compressed Steel Corporation  
(The Yaffe Companies Incorporated)

By: *Lyle Bachman*

Name: LYLE BACHMAN

Title: EVP Administration.

Address: PO Box 916  
Muskogee OK 74402

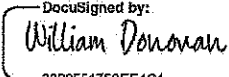
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 23 day of January, 2015

For Respondent: Atos IT Solutions and Services, Inc.

By:   
3320554750EE4C4

Name: William Donovan

Title: CFO

Address: 2500 Westchester Avenue, Suite 300  
Purchase, NY 10577



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23<sup>rd</sup> day of Jan, 2014

For Respondent: Atlas Metal & Iron Corp.

By: J. Kemper W. III  
Outside Counsel

Name:

Title:

Address:

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 12<sup>th</sup> day of January, 2015

For Respondent: Arkema Inc. (for predecessors Atofina Chemicals, Inc. and Elf Atochem North America, Inc.)

By: 

William J. Hamel

Sr. Vice President and General Counsel

Address: Arkema Inc.  
900 First Avenue  
King of Prussia, PA 19406

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 20th day of January, 2015

For Respondent: ArcelorMittal related companies (including ArcelorMittal USA LLC,  
ArcelorMittal LaPlace, LLC and ArcelorMittal Metal Processing LLC)

By: 

Name: Paul M. Liebensohn

Title: General Counsel

Address: 1 S. Dearborn St., 19th Floor, Chicago, IL 60603

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13 day of JAN, 2014 2015

For Respondent: Andersen Wrecking Company

By: James R. Andersen

Name: JAMES R. ANDERSEN

Title: President

Address: 1912 ave m  
Kearney, Ne 68847

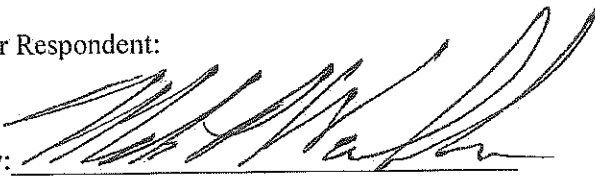
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 20th day of JAN, 2015

For Respondent:

By: 

Name: MARK P Wehner

Title: PRESIDENT

Address: Am Rod Corp  
305A CRANeway ST.  
Newark, NJ  
07114

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 14<sup>th</sup> day of January, 2015

For Respondent: Alter Trading Corporation

By: 

Name: Robert G. Ellis

Title: SVP/General Counsel

Address: 700 Office Parkway  
St. Louis, MO 63141



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22 day of JAN., 2015

For Respondent: Alpha Omega Recycling, Inc.

By: Mark Wayne

Name: MARK WAYNE

Title: President

Address: 15850 Dallas Parkway, Dallas, TX 75248

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 26<sup>th</sup> day of January, 2015

For Respondent:

Alpha Metals Inc.

By: 

Name: William S. Gorgone

Title: Vice President & Secretary

Address: One Weybosset Hill, 7<sup>th</sup> Floor  
Providence, RI 02903



IN THE MATTER OF:  
Chemtco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 13 day of Jan, 2015

For Respondent:

By: 

Name:

MARK S. KRAM / ALL FLORIDA SCRAP METAL, INC.

Title:

PRESIDENT

Address:

2710 N.W. 32ND AVENUE  
MIAMI FL. 33142

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22 day of January, 2015

For Respondent: Alcatel-Lucent USA

By: 

Name: Frank Delcore

Title: Real Estate VP

Address: 600 Mountain Ave.  
Murray Hill, NJ 07974

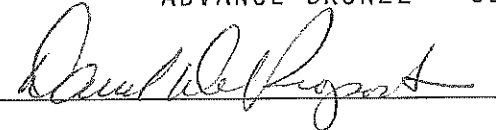
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 22 day of Jan, 2015

For Respondent: ADVANCE BRONZE, INC. and  
ADVANCE BRONZE - CLEVELAND II, INC.

By: 

Name: David Del Propost

Title: President

Address: PO Box 280  
Lodi OH 44254

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 20 day of January 2015

For Respondent ACuPowder International, LLC

By: 

Name: James C Hunt

Title: CFO

Address: 2601 Weck Drive  
PO Box 12166  
Research Triangle Park, NC  
27709

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 22 day of June, 2015

For Respondent: Ace Steel Recycling

By: William Huebner

Name: William Huebner

Title: President

Address: 2830 Eglin St.

Rapid City, SD

57703

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22 day of Jan, 2015

For Respondent: Ace Steel & Recycling Inc

By: Dorene Schochenmaier

Name: Dorene Schochenmaier

Title: Sect. / Treas

Address: 2830 Eglin St.  
Rapid City, SD  
57703

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 28<sup>th</sup> day of January, 2015

For Respondent:

By: 

Name: Steven L. Isicoff

Title: President

Address: ABC/Svinga Brothers, Corp.  
3495 NW N. River DR.  
Miami, FL 33142

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22nd day of Jun, 2015

For Respondent: ABC Metals

By: 

Name:

J. Anthony Firmant

Title:

CFO

Address:

3500 DePauw Blvd, Suite 1090  
Indianapolis, IN 46268



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23 day of January, 2015

For Respondent:

A. Tenenbaum Company, Inc.

By: Jack D. Grundfest, Pres./CEO

Name: Jack D. Grundfest

Title: Pres./CEO

Address: P.O. BOX 15128  
North Little Rock, AR 72231

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22<sup>ND</sup> day of JAN, 2015

For Respondent: A. KARCHWIK & Son, Inc

By: Hunt

Name: H.C. NEWBURGER

Title: PRESIDENT

Address: Box 945  
MEMPHIS, TENN - 38101

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 28<sup>th</sup> day of January 2015

For Respondent:

By: 

Name: Steven L. Isicoff

Title: President

Address: ABC/Wing Brothers, Corp.  
3495 NW N. River DR.  
Miami, FL 33142

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

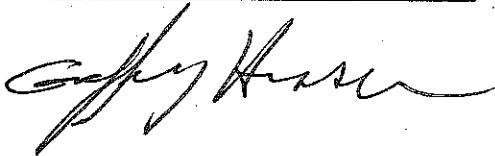
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Agreed this 4 day of Feb., 2015

For Respondent: Miami Metals, Inc

By: \_\_\_\_\_

Name:



Title:

Off. Mngt.

Address:

MIAMI METALS, INC.  
2701 N.W. 32ND AVE.  
MIAMI, FL 33142  
PH. (305) 635-4084

## **EXHIBIT A**

### **Amendment to Administrative Settlement Agreement and Order on Consent (ASAOC) for Remedial Investigation/Feasibility Study, Chemetco, In. Superfund Site, Hartford, Illinois**

#### **New Respondents to the ASAOC**

March 1, 2018

(IN ALPHABETICAL ORDER)

Accurate Castings, Inc., as successor to Charles O. Hiler & Son  
Aetna Metal Recycling, Inc.  
Agmet, LLC  
All Recycling, Inc.  
American Bronze Corp.  
American Federal International, Ltd.  
Aurubis Buffalo, Inc.  
Calgary Pick Your Part, Ltd.  
Cargill, Inc.  
Century Brass Works, Inc.  
Charleston Steel & Metal  
DBW & Associates, Inc.  
Dumes, Inc.  
Elkhart Brass Manufacturing  
ERICO International Corporation  
Franklin Dissolution Corp.  
Gardner Iron & Metal Co., Inc.  
General Iron Industries, Inc.  
Global Electronic Recycling  
Interstate Non-Ferrous Corporation  
Joe W. Morgan, Inc. dba Henry Fligeltau Company  
Johnson Controls, Inc.  
Kohler Company  
Langley Recycling, Inc.  
L. Gordon Iron & Metal Company  
Liberty Iron & Metal LLC (Liberty Iron & Metal, Inc. fna Liberty Iron & Metal Holdings, Inc.)  
Lincoln Foundry, Inc.  
Lopez Scrap Metal, Inc.  
Luvata Appleton, LLC  
M&M Metals International, Inc.  
Metro Metals Northwest, Inc.  
Midland Manufacturing Company  
Milwaukee Valve Company, Inc.  
Molex, LLC and Temp-Flex, LLC

**Mueller Company, LLC  
Parker Hannifin Corp  
Remington Arms Company, LLC  
Schnitzer Steel Industries, Inc.  
Secondary Metal Processing, Inc.  
Slesnick Iron & Metal Company  
Standard Metals Recycling  
TE Connectivity Corporation  
Watts Regulator Company  
Wm. Miller Scrap Iron & Metal Co.**

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 10<sup>th</sup> day of January, 2018

For Respondent: Accurate Castings, Inc., a Successor to  
Charles O. Hiler & Son,

By: J. P. Hiler  
Name: John P Hiler

Title: President

Address: PO Box 639, LaPorte, IN 46352

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 17<sup>th</sup> day of January, 2018

For Respondent: AETNA METAL Recycling INC.

By: x Robert A. Modin

Name: Robert A. Modin

Title: President

Address: 8300 Aetna Road  
Cleveland, Ohio 44105



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22<sup>nd</sup> day of JANUARY, 2018

For Respondent: Agrmet LLC

By: Michael Agin

Name: Michael Agin

Title: President

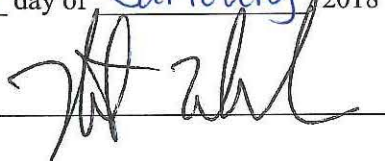
Address: 7800 Medusa, Oakwood Village  
Ohio, 44146

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 10 day of January, 2018

For Respondent: 

By: All Recycling, Inc

Name: Victor Winkler

Title: President

Address: 1775 W. Wesley Ave  
Englewood, CO

80110

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 8<sup>th</sup> day of January, 2018

For Respondent: AMERICAN BRONZE CORP.

By: Gerald Goldstein

Name: GERALD Goldstein

Title: President

Address: 2941 Broadway Ave

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 23<sup>rd</sup> day of January, 2018

For Respondent: American Federal International, Ltd.

By: \_\_\_\_\_

Name: Anthony D. Cino

Title: President

Address: PO Box 407, Yardley PA 19067

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9<sup>th</sup> day of January, 2018

For Respondent: AURUBIS BUFFALO, INC

By: Richard N. Lyons

Name: RICHARD N. LYONS

Title: VP - FINANCE

Address: PO BOX 981  
BUFFALO N.Y 14240

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9 day of January, 2018

For Respondent: Calgary Pick Your Part Ltd.

By: Mcleod Law LLP

Name: Michael Kwiatkowski

Title: Lawyer

Address: 300, 14505 Bannister Road S.E.  
Calgary, Alberta, Canada T2X 3J3

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 5 day of January, 2018

For Respondent: Cargill Inc.

By: Anne Monine

Name: Anne Monine

Title: Cargill Environmental Lead

Address: 15407 McGinty Rd. W  
Wayzata, MN 55391

IN THE MATTER OF:

Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 17<sup>th</sup> day of January, 2018

For Respondent: Century Brass Works, Inc.

By: Jeffrey R Lutz

Name: Jeffrey R. Lutz

Title: President

Address: 1100 North Illinois Street, Swansea, IL 62226



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 4th day of January, 2018

For Respondent: Charleston Steel & Metal

By:  \_\_\_\_\_

Name: Jonathan Steinberg

Title: Vice-President

Address: P.O. Box 814, Charleston, SC 29402

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9<sup>th</sup> day of JANUARY, 2018

For Respondent: DBW & ASSOCIATES, INC.

By: 

Name: DAVID B. WILLIAMS

Title: PRESIDENT

Address: P.O. Box 6499, ANAHEIM, CA 92816

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 5<sup>TH</sup> day of JANUARY, 2018

For Respondent: Dumes, Inc.

By: Harold A. Dumes

Name: Harold A. Dumes

Title: President

Address: P.O. Box 707

Vincennes, IN 47591-0707

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 8th day of January, 2018

For Respondent: Elkhart Brass Manufacturing

By: \_\_\_\_\_

Name: Charles Gessler

Title: President

Address: c/o Barnes & Thornburg LLP c/o Joel Bowers  
700 1<sup>st</sup> Source Bank Center  
100 N. Michigan Street  
South Bend, IN 46601

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22<sup>nd</sup> day of JANUARY, 2018

For Respondent: ERICO International Corporation

By: 

Name: J.B. Whitus

Title: Associate General Counsel

Address: 7433 HARWIN DR.  
HOUSTON, TX 77036

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9<sup>TH</sup> day of JANUARY, 2018

For Respondent: Franklin Dissolution Corp.

By  \_\_\_\_\_

Name: Daniel H. Plumly, Esq.

Title: Counsel (former)

Address: 225 North Market Street, Wooster, Ohio 44691

This agreement is executed by Daniel H. Plumly, solely in his capacity as former counsel for Franklin Dissolution Corp. (such entity now dissolved), for the benefit of Franklin Dissolution Corp., related entities and former shareholders. Daniel H. Plumly makes no representation or warranty regarding authority to execute this agreement and the execution hereof is with full reservation of rights, defenses and claims relating to the "Amended Chemetco Site Group and Cost Sharing Agreement" as amended and restated in April 2014 and the "Administrative Settlement Agreement and Order of Consent of Remedial Investigation-Feasibility Study" dated February 13, 2015, in the matter of the Chemetco Inc. Superfund Hartford Illinois.

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22 day of JAN, 2018

For Respondent: GARDNER Iron & Metal Co. Inc.

By: James A. Johnson

Name: James A. Johnson

Title: Pres

Address: 8408 S. CONGRESS  
KRISTIN, TX 78745

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9th day of January, 2018

For Respondent: General Iron Industries, Inc.

By: \_\_\_\_\_

Name: Adam Labkon

Title: Vice President

Address: 1909 N. Clifton Ave. - Chicago, IL 60614



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 8<sup>th</sup> day of January, 2018

For Respondent: Global Electronic Recycling

By: Gary Kirkpatrick

Name: Gary Kirkpatrick

Title: Owner

Address: 1727 E. Deer Valley Rd.  
B1-S2  
Phoenix, AZ 85024


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 18 day of January, 2018

For Respondent: Interstate Nor-Ferrous Corporation

By: 

Name: Robert Wilhelm

Title: President

Address: 7100 Stanford Ave.  
Los Angeles, CA 90001

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 10<sup>th</sup> day of January, 2018

For Respondent: Joe W. Morgan, Inc dba Henry Fligelhaub Company

By: 

Name: Donald MacLeod

Title: President

Address: P.O. Box 928, Evansville, IN 47706

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 19th day of January, 2018

For Respondent: Johnson Controls, Inc.

By: \_\_\_\_\_

Name: Michael R. Peterson

Title: Vice President

Address: 5757 N. Green Bay Avenue, Milwaukee, WI 53209

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 4th day of January, 2018

For Respondent: Kohler Company

By:  \_\_\_\_\_

Name: Jeff Plass

Title: Dir – Global EHS

Address: Kohler Company

444 Highland Drive M/S 009

Kohler, WI 53044

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 22 day of January, 2018

For Respondent: \_\_\_\_\_

By: Langley Recycling, Inc

Name: Michael Langley

Title: Owner

Address: 3557 Stadium Dr Kansas City, MO 64129

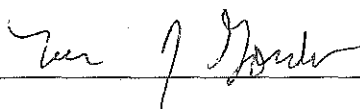
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 4 day of January, 2018

For Respondent: L. Gordon Brn & Metal Company

By: 

Name: Louis Gordon

Title: President

Address: PO Box 1192 1300 Salisbury Rd  
Statesville NC 28687 Statesville NC 28625 (Physical address)

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 08 day of January 2018

For Respondent: Liberty Iron & Metal, LLC (Liberty Iron & Metal, Inc. formerly known as Liberty Iron & Metal Holdings, Inc.)

By: A. Esser

Name: Alexander Esser

Title: CFO

Address: 2144 W. McDowell Rd., 85009 Phoenix, Arizona



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 8<sup>th</sup> day of January, 2018

For Respondent: Lincoln Foundry Inc.

By: Nick Riazzi

Name: Nick Riazzi

Title: President

Address: 1600 Industrial Dr. Erie, Pa. 16505

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 8<sup>th</sup> day of January, 2018

For Respondent: Lopez Scrap Metal Inc.

By: 

Name: Ilana M. Duarte

Title: Secretary / Treasurer

Address: 351 N. Nevarez Rd. El Paso TX 79927

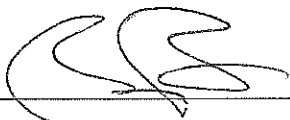
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 15<sup>th</sup> day of January, 2018

For Respondent: LIVATA APPLETON LLC

By: \_\_\_\_\_

Name: ROBERT BIERSTEKER

Title: V.P.

Address: 553 CARTER CT.

KIMBERLY WI 54136

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 9th day of January, 2018

For Respondent: M+M Metals International, Inc.

By: E.C. Chase Dressman

Name: Edward Chase Dressman

Title: Attorney - Taft Stettinius & Hollister LLP (outside counsel for M+M Metals International, Inc.)

Address: 425 Walnut St., Suite 1800  
Cincinnati, OH 45202

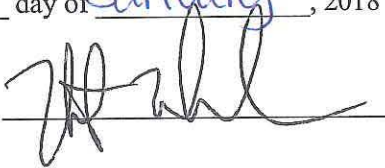
IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 10 day of January, 2018

For Respondent:



By: Metro Metals Northwest, Inc

Name: Victor Winkler

Title: President

Address: 5611 NE Columbia Blvd  
Portland, OR 97218

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 4<sup>th</sup> day of January, 2018

For Respondent: Midland Mfg. Company

By: 

Name: George Westhoff Jr.

Title: President

Address: 4800 Esco Dr. Fort Worth, TEXAS 76140

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 9<sup>TH</sup> day of January, 2018

For Respondent: Milwaukee Valve Company, Inc.

By: Denny Muench

Name: Denny Muench

Title: V.P. of Finance & C.F.O.

Address: Milwaukee Valve Company, Inc.  
16550 West Stratton Drive  
New Berlin, WI 53151

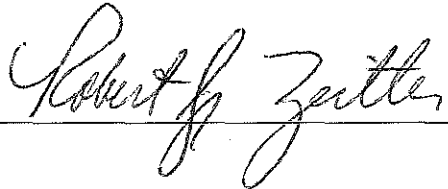
IN THE MATTER OF:  
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Hartford, Illinois

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Agreed this 4th day of January, 2018

For Respondents: Molex, LLC and Temp-Flex, LLC

By: \_\_\_\_\_

Name: Robert J. Zeitler

Title: SVP, GC & Secretary (as to Molex, LLC)  
Secretary (as to Temp-Flex, LLC)

Address: 2222 Wellington Court  
Lisle, Illinois 60532



IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 5th day of January, 2018

For Respondent: Mueller Co., LLC

By: Jeffrey McClellan

Name: Jeffrey McClellan

Title: ASST. GENERAL COUNSEL

Address: \_\_\_\_\_


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 4<sup>th</sup> day of JANUARY, 2018

For Respondent: PARKERZ MINNIFIN CORP.

By: 

Name: MARTHA CONNELL

Title: DIRECTOR, EHS

Address: 6035 PARKLAND BLVD.

MAYFIELD HTS OH 44124

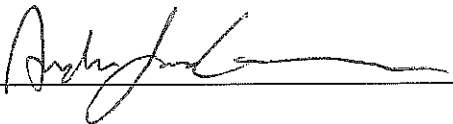
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Chemetco, Inc. Superfund Site  
Hartford, Illinois

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Agreed this 18<sup>th</sup> day of January, 2018

For Respondent: Remington Arms Company, LLC

By: 

Name: ANDREW JAMES LOGAN

Title: EXECUTIVE VICE PRESIDENT / GENERAL COUNSEL

Address: 1816 Remington Circle, SW  
Huntsville, AL 35824

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

The Undersigned Party enters into this Administrative Settlement Agreement and Order on Consent for Remedial Investigation and Feasibility Study ("Settlement Agreement"). This Settlement Agreement shall be executed by the Respondents in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each Undersigned Party signatory certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to bind the Undersigned Party's directors, officers, employees, agents, successors and assignees, to this document.

Agreed this 8 day of January, 2018

For Respondent: Schnitzer Steel Industries, Inc.

By: Brenda Anderson

Name: Brenda Anderson

Title: Senior Environmental Manager

Address: PO Box 10047, Portland, OR 97296

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 12<sup>th</sup> day of January, 2018

For Respondent: Secondary Metal Processing, Inc.

By: Khal Habayeb

Name: Khaled Habayeb

Title: President, Secondary Metal Processing, Inc.

Address: 525 South Huntington, P.O. Box 274, Wabash, IN 46992

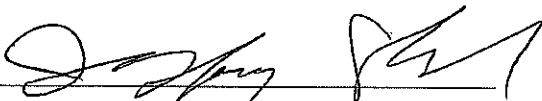
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Agreed this 15 day of January, 2018

For Respondent: Slesnick Iron + Metal Co

By: 

Name: Jeffrey Slesnick

Title: President

Address: 987 Warner Rd SE, Canton OH 44707

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 9<sup>TH</sup> day of JANUARY, 2018

For Respondent: STANDARD METAL RECYCLING

By: 

Name: GREG LEVINE

Title: PRES.

Address: 2132 E DOMINGUEZ ST.  
LONG BEACH, CA. 90810


IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 4<sup>th</sup> day of January, 2018

For Respondent: TE Connectivity Corporation

By: 

Name: Carl Schultz

Title: Senior Counsel  
Senior Director

Address: PO Box 3608  
Harrisburg, PA 17105-3608




IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 22<sup>nd</sup> day of January 2018

For Respondent: Watts Regulator Co.

By: 

Name: Gregory A. Bibler

Title: Attorney for Watts Regulator Co.

Address: Bibler Law Firm, PLLC  
29 Water Street  
Suite 210  
Newburyport, MA 01950

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

SIGNATORIES

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Agreed this 5 day of January, 2018

For Respondent: Wm. Miller Scrap Iron & Metal Co.

By: Jerome S. Miller

Name: Jerome S Miller

Title: President / CEO

Address: 1 Recycling Lane PO Box 812  
Winona, MN 55987

IN THE MATTER OF:

Chemetco, Inc. Superfund Site

Hartford, Illinois

First Amendment to Administrative Settlement Agreement and Order on Consent for a Remedial Investigation/Feasibility Study

This February 13, 2015, Administrative Settlement Agreement and Order on Consent for a Remedial Investigation and Feasibility Study is hereby amended to include 44 additional Respondent parties. As amended, this order shall be entitled "First Amendment to Administrative Settlement Agreement and Order on Consent for a Remedial Investigation/Feasibility Study"

It is so ORDERED AND AGREED.

BY:



DATE:

3/21/2018

for Robert A. Kaplan, Acting Director  
Superfund Division  
United States Environmental Protection Agency  
Region 5

IN THE MATTER OF:  
Chemetco, Inc. Superfund Site  
Hartford, Illinois

It is so ORDERED AND AGREED.

BY: 

EFFECTIVE DATE: 2/13/2015

*for* Richard Karl, Director  
Superfund Division  
United States Environmental Protection Agency  
Region 5

STATEMENT OF WORK  
REMEDIAL INVESTIGATIONS AND FEASIBILITY STUDY  
CHEMETCO SUPERFUND SITE  
HARTFORD, ILLINOIS

**I. PURPOSE**

This Statement of Work (SOW) sets forth the requirements for conducting a Remedial Investigation and Feasibility Study (RI/FS) at the Chemetco Superfund Site located in the area of Chemetco's former smelter and the Bankruptcy Estate of Chemetco's property, located generally at the intersection of Route 3 and Oldenburg Road, approximately one mile east of the Mississippi River, and depicted generally on the aerial photograph attached in Appendix B to the Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") as well as areas where hazardous substances, pollutants or contaminants have come or may come to be located.

The Site is located within a primarily agricultural, rural residential area south of Hartford, Illinois at the northeast corner of the intersection of Lewis and Clark Boulevard (Illinois Route 3) and Oldenburg Road in Madison County (Figure 1.1). The Site is located in the southeast quarter of Section 16, Township 4 North, Range 9 West of the third principal meridian on 41.1-acres enclosed with a chain linked fence. Chemetco owns an additional 230 acres to the north, east and south surrounding the fenced area. Based on current data, the RI/FS area consists of the fenced 41 acre former Chemetco smelter facility (former production facility) as well as the area east and south of the former production facility, including but not limited to the Chemetco Long Lake zinc oxide release area. The RI area will encompass any areas where hazardous substances originating on the Chemetco property have migrated or come to be located (but specifically excluding intentional off-Site disposal locations used by Chemetco or other persons for hazardous substances removed from the Chemetco property).

The RI Report shall fully evaluate the nature and extent of hazardous substances, pollutants or contaminants at and/or from the Site. The RI Report shall also assess the risk which these hazardous substances, pollutants or contaminants present for human health and the environment. The RI Report shall provide sufficient data to develop and evaluate effective remedial alternatives. The FS Report shall evaluate alternatives for addressing the impact to human health and the environment from hazardous substances, pollutants or contaminants at the Site.

The Respondents shall prepare and complete each of the RI and FS Reports in compliance with the Settlement Agreement, this SOW, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, the National Oil and Hazardous Substances Pollution Contingency Plan (NCP) (40 C.F.R. Part 300) as amended, and all requirements and guidance for RI/FS studies and reports, including but not limited to U.S. EPA Superfund Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA (EPA/540/G-89/004, October 1988) (RI/FS Guidance), and any other guidance that the

United States Environmental Protection Agency (EPA) uses in conducting or submitting deliverables for a RI/FS. Exhibit B sets forth a partial list of guidance used by EPA for a RI/FS.

The Respondents shall furnish all personnel, materials, and services necessary for, or incidental to, performing the RI/FS at the Site, except as otherwise specified herein.

This SOW is intended to achieve an expedited, cost-effective RI/FS at the Site, using iterative approaches and flexible planning. All phases of the RI/FS will be a collaborative process between the Respondents and EPA, with an opportunity for the participation of the Illinois Environmental Protection Agency (IEPA). The parties will meet and confer on a regular basis and seek to anticipate and resolve key issues in advance of document development and completion.

For practical or technical reasons, EPA can divide sites into discrete Operable Units ("OUs"), which can be defined by media, geographic location, and/or nature of the remedy. Establishing OUs can allow RI/FS activities to proceed in a more scheduled or phased approach. OUs also help EPA track remedial progress and funding requirements at complex sites.

In this case, the potential for ongoing activities in the former production area adds a practical challenge to the Site. Therefore, EPA has determined that it is appropriate to separate the Site into two OUs, as defined further below. This will allow for phasing of the investigation for the two areas, as may be appropriate. EPA retains, however, its discretion to change, further subdivide, or combine OUs in the future.

At this time, it appears that the Site should be divided into the following OUs, for the purpose of the RI/FS:

1. Operable Unit 1 ("OU 1"): defined as the 41-acre former production facility, currently enclosed by a fence, including but not limited to the slag piles, zinc oxide bunker, smelter buildings, floor wash/acid pit/former zinc oxide lagoon, storm water pond and ditches. It is possible that a metal bearing materials (MBM) recovery operation involving the movement, processing and removal of materials within this area will occur several years into the future. It is anticipated that this operation will be initiated during the year 2014.
2. Operable Unit 2 ("OU 2"): defined as the area adjacent to the former Chemetco production facility, including the former truck parking lot area, storm water interceptor, drain systems (SIDS) area, and zinc oxide release area, as well as the surface water, sediment associated with Long Lake, and groundwater associated with both OUs. The OU 2 RI/FS shall evaluate the nature and extent of contamination outside of the fence line of the former production facility, as well as the groundwater under the former production facility. The scope of OU 2 will be further defined by the extent of the contamination migrating or which has migrated from the Site (both OUs).

Respondents shall start the RI/FS process for OU 2 immediately following the effective date of the AOC. No sooner than one year after the effective date of the AOC, EPA will evaluate the timing of the Respondents' commencement of the RI/FS process for OU 1. EPA's evaluation

will be based on site conditions present on the former production area at that time, including but not limited to the extent of progress and/or anticipated pace of processing work in the area at the time. The RI/FS for OU 1 may be conducted under a revised work plan or under a separate work plan. EPA may require commencement of work on OU 1 by the Respondents at any time after the one year period.

## **II. DOCUMENT REVIEW**

The Respondents shall submit all documents or deliverables required as part of this SOW to the EPA, with a copy (ies) to the IEPA, for review and approval in accordance with Section X of the Settlement Agreement.

To support document development and review, the parties will use a series of meetings and calls. During scoping of the tasks and/or when preparing a draft document for submittal, the Respondents shall meet or confer with EPA, with an opportunity for IEPA to participate, to discuss all project planning decisions, special concerns, and/or preliminary findings. After receipt of a draft document for review and approval in accordance with Section X of the Settlement Agreement, EPA, at its sole discretion, may meet or confer with Respondents to give preliminary Agency feedback on the document.

## **III. SCOPE**

The Respondents shall complete the following tasks as part of the RI/FS for each Operable Unit:

- Task 1: Project Scoping and RI/FS Planning Documents
- Task 2: Community Relations
- Task 3: Site Characterization
- Task 4: Remedial Investigation Report (including human health and ecological risk assessment)
- Task 5: Treatability Studies (if needed)
- Task 6: Development and Screening of Alternatives (Technical Memoranda)
- Task 7: Detailed Analysis of Alternatives (FS Report)
- Task 8: Progress Reports

Details regarding the aforementioned eight tasks are specified below. It is expected that the Respondents will conduct each task for the Site.

### **TASK 1: PROJECT SCOPING AND RI/FS PLANNING DOCUMENTS**

#### **1.1. RI/FS Planning Documents**

In accordance with the Schedule in Exhibit A to this SOW, the Respondents shall submit draft RI/FS planning documents to EPA, with copies to the IEPA, for review and approval in accordance with Section X of the Settlement Agreement. Prior to submittal of the RI/FS planning documents, the Respondents shall meet or confer with EPA, with an invitation to IEPA to participate, to discuss the scope and likely content of each of the documents. The Respondents

shall prepare the RI/FS planning documents to be consistent with applicable portions of the "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," October, 1988. The documents shall set forth general approaches and concepts with the intent of streamlining preparation of the work plan and minimizing review times for future deliverables. A Work Plan shall be prepared for the RI/FS.

#### 1.1.1. Field Sampling Plan

The Respondents shall prepare the Field Sampling Plan (FSP) portion of the RI/FS planning document to insure that sample collection and analytical activities are conducted in accordance with technically acceptable protocols and that the data meet Data Quality Objectives (DQO) as established in the Quality Assurance Project Plan (QAPP) and FSP. All sampling and analyses performed shall conform to EPA direction, approval, and guidance regarding sampling, quality assurance/quality control (QA/QC), data validation, and chain of custody procedures. This document shall provide standard operating procedures (SOPs) for sampling activities.

To the extent appropriate, the FSP will incorporate elements of dynamic field activities. The RI/FS Work Plan shall incorporate the elements of dynamic field activities set forth in the FSP, to the extent appropriate, based on site conditions. Dynamic field activities will be used to streamline Site activities with real-time data and real-time decisions in accordance with the site QA/QC requirements. This approach, sometimes called the Triad approach, involves systematic planning, a dynamic work plan strategy, and real time field measurements. Dynamic field activities will be conducted consistent with OSWER No. 9200.1-40, Using Dynamic Field Activities for On-Site Decision Making: A Guide for Project Managers.

#### 1.1.2. Quality Assurance Project Plan (QAPP)

The Respondents shall prepare a QAPP that covers sample analysis and data handling for samples collected during the RI, based on the Settlement Agreement and guidance provided by EPA. The Respondents shall prepare the QAPP in accordance with the "U.S. EPA Requirements of Quality Assurance Project Plans (QA/R-5)" (EPA/240/B-01/003, March 2001), "U.S. EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-02/009, December 2002) and the Uniform Federal Policy for Quality Assurance Project Plans (UFP- QAPP) Manual (EPA/505/B-04/900A, March 2005) or equivalent documentation as determined by EPA. The QAPP may include Field-Based Analytical Methods, if appropriate and scientifically defensible.

The Respondents shall demonstrate, in advance to EPA's satisfaction, that each laboratory it may use is qualified to conduct the proposed work. This includes use of methods and analytical protocols for the chemicals of concern in the media sampled within detection and quantification limits consistent with both QA/QC procedures and DQO approved in the QAPP. DQOs for the Site will be detailed in the RI/FS Work Plan. The laboratory must have and follow an approved QA program. If a laboratory not in the Contract Laboratory Program (CLP) is selected, methods consistent with CLP methods that would be used at the Sites for the purposes proposed and QA/QC procedures approved by EPA shall be used. The Respondents shall only use laboratories which have a documented Quality Assurance Program which complies with ANSI/ASQC E-4 1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and



Environmental Technology Programs," (American National Standard, January 5, 1995) and "U.S. EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01-002, March 2001) or equivalent documentation as determined by EPA.

Upon request by EPA, the Respondents shall have its laboratory analyze samples submitted by EPA for quality assurance monitoring. The Respondents shall provide EPA with the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis. The Respondents shall also ensure the provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

The Respondents shall participate in a pre-QAPP meeting or conference call with EPA. The purpose of this meeting or conference call is to discuss QAPP requirements and obtain any clarification needed to prepare the QAPP.

#### 1.1.3. Conceptual Site Model

The Respondents shall prepare a Conceptual Site Model (CSM) for the Site. The CSM shall show potential contaminant sources, fate and transport routes, and exposures pathways for the Site. Evaluation of the CSM will be done in an iterative fashion, starting with the RI/FS planning documents and continuing through completion of the FS.

#### 1.1.4. Health and Safety Plan

The Respondents shall prepare a Health and Safety Plan (HSP). The RI/FS Work Plan shall be based on the HSP, modified as necessary to reflect site conditions. The HSP shall conform to the Respondents' health and safety program and comply with the Occupational Safety and Health Administration (OSHA) regulations and protocols outlined in 29 C.F.R. Part 1910. The HSP shall be prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992). The HSP shall include the 11 elements described in the RI/FS Guidance such as a health and safety risk analysis, a description of monitoring and personal protective equipment, medical monitoring, and Site control. EPA does not "approve" the Respondents' HSP, but rather EPA reviews it to ensure that all the necessary elements are included, and that the plan provides for the protection of human health and the environment, and after that review provides comments as may be necessary and appropriate. The safety plan must, at a minimum, follow the EPA's guidance document Standard Operating Safety Guides (Publication 9285.1-03, PB92-963414, June 1992).

#### 1.2. RI/FS Work Plan

The RI/FS Work Plan shall be prepared to accomplish the following:

- A remedial investigation that fully determines the nature and extent of the release or threatened release of hazardous substances, pollutants, or contaminants at and from the Site. In performing this investigation, the Respondents shall gather sufficient data, samples, and other information to characterize fully the nature and extent of the

contamination at the Site, to support the human health and ecological risk assessments, and to provide sufficient data for the identification and evaluation of remedial alternatives for the Site.

- A feasibility study that identifies and evaluates alternatives for remedial action to protect human health and the environment by preventing, eliminating, controlling or mitigating the release or threatened release of hazardous substances, pollutants, or contaminants at and from the Site.

The Work Plan shall incorporate by reference the RI Document and include a detailed description of the tasks the Respondents shall perform, the information needed for each task, a detailed description of the information the Respondents shall produce during and at the conclusion of each task, and a description of the work products that the Respondents shall submit to EPA and IEPA including the deliverables set forth in this SOW; a schedule for each of the required activities; and a project management plan including a data management plan (e.g., requirements for project management systems and software, minimum data requirements, requirements for submittal of electronic data, data format, and backup data management).

The Work Plan shall include Data Quality Objectives; number and types of sampling locations; analytical, physical and/or biological tests; a CSM; risk assessment considerations; preliminary objectives for the remedial action at the Site; a description of the Site management strategy developed by the Respondents and EPA during scoping; and data needs for fully characterizing the nature and extent of the contamination at the Site, evaluating risks and developing and evaluating remedial alternatives. The Work Plan shall reflect coordination with treatability study requirements, if any. In addition, the Work Plan shall include the following:

#### 1.2.1. Site Background

The Site Background section shall include a brief summary of the Site location, description, physiography, hydrology, geology, demographics, ecological, cultural and natural resource features, Site history, description of previous investigations and responses conducted at the Site by local, state, federal, or private parties, and Site data evaluations and project planning completed during the scoping process.

The Site background section shall discuss areas of waste handling and disposal activities, the locations of existing groundwater monitoring wells, if any, and previous surface water, sediment, soil, groundwater, and air sampling locations. The Site Background section shall include a summary description of available data and identify areas where hazardous substances, pollutants or contaminants were detected and the detected levels. The Site Background section shall include tables and/or figures displaying the minimum and maximum levels of detected hazardous substances, pollutants or contaminants in Site areas and media. The Site Background may refer to the Completion Report, as appropriate.

#### 1.2.2. Data Gap Description/Data Acquisition

As part of the Work Plan, the Respondents shall analyze the currently available data. The Respondents shall identify those areas of the Site and nearby areas that require additional data and evaluation in order to define the extent of hazardous substances, pollutants or contaminants. The Work Plan shall include a description of the number, types, and locations of samples to be collected. If needed, the Work Plan shall include an environmental program to accomplish the following:

- Site Reconnaissance. The Respondents shall conduct, as appropriate:
  - Site surveys including property, boundary, utility rights-of-way, and topographic information
  - Land survey
  - Topographic mapping
  - Field screening
- Geological Investigations (Soils and Sediments). The Respondents shall conduct geological investigations to determine the extent of hazardous substances, pollutants or contaminants (including waste materials) in surface soils, subsurface soils and sediments at the Site. As part of this geological investigation Respondents shall, as appropriate:
  - Collect surface soil samples
  - Collect subsurface soil samples
  - Perform soil boring and permeability sampling
  - Collect sediment samples
  - Survey soil gases
  - Test pit
  - Identify real-world horizontal, vertical, and elevation coordinates for all samples and Site features in accordance with EPA Region 5 electronic data requirements.
- Air Investigations. The Respondents shall conduct air investigations to determine the extent of atmospheric hazardous substances, pollutants or contaminants at and from the Site, which shall include, as appropriate:
  - Collect air samples
  - Collect indoor air samples for vapor intrusion, as appropriate.
  - Establish air monitoring stations
- Hydrogeological Investigations (Groundwater). The Respondents shall conduct hydrogeological investigations of groundwater to determine the horizontal and vertical distribution of hazardous substances, pollutants or contaminants in the groundwater and the extent, fate and transport of any groundwater plumes containing hazardous substances, pollutants or contaminants. The hydrogeological investigation shall include, as appropriate:
  - Install well systems
  - Collect samples from upgradient, downgradient, private and municipal wells

- Collect samples during drilling (e.g., HydroPunch or equivalent)
  - Perform hydraulic tests (such as pump tests, slug tests and grain size analyses)
  - Measure groundwater elevations and determine horizontal and vertical sample locations in accordance with EPA Region 5 electronic data requirements
  - Modeling
  - Determine the direction of regional and local groundwater flow
  - Identify the local uses of groundwater including the number, location, depth and use of nearby private and municipal wells
  - Assess potential for vapor intrusion issues
- Hydrogeological Investigations (Surface Water). The Respondents shall conduct hydrogeological investigations to determine the nature and extent of contamination of surface water from the Site. The hydrogeological investigation shall include, as appropriate:
    - Collect samples
    - Measure surface water elevation and depth
    - Evaluate flow and hydrodynamics
- Geophysical Investigation. The Respondents shall conduct geophysical investigations to delineate waste depths, thicknesses and volume; the elevations of the underlying natural soil layer and the extent of cover over fill areas including the following, as appropriate:
    - Magnetometer
    - Electromagnetic
    - Ground-penetrating Radar
    - Seismic refraction
    - Resistivity
    - Site meteorology
    - Cone penetrometer survey
    - Remote sensor survey
    - Radiological investigation
    - Test pits, trenches and soil borings
- Ecological Investigation. The Respondents shall conduct ecological investigations to assess the impact to aquatic and terrestrial ecosystems from the disposal, release and migration of hazardous substances, pollutants or contaminants at the Site including, as appropriate:
    - Wetland and habitat delineation
    - Wildlife observations
    - Community characterization
    - Endangered Species identification
    - Biota sampling and population studies
- Dispose of Investigation-Derived Waste. The Respondents shall characterize and dispose of investigation-derived wastes in accordance with local, state, and federal regulations as specified

in the FSP (see the Fact Sheet, Guide to Management of Investigation-Derived Wastes, 9345.3-03FS (January 1992)).

- Evaluate and Document the Need for Treatability Studies. If the Respondents or EPA identifies remedial actions that involve treatment, the Respondents shall include treatability studies as outlined in Task 5 of this SOW unless the Respondents satisfactorily demonstrate to EPA that such studies are not needed. When treatability studies are needed, the Respondents shall plan initial treatability testing activities (such as research and study design) to occur concurrently with Site characterization activities.

## **TASK 2: COMMUNITY INVOLVEMENT SUPPORT AND TECHNICAL ASSISTANCE PLANS**

### **2.1. Community Involvement Support**

EPA has the responsibility of developing and implementing community involvement activities at the Site. The critical community involvement planning steps performed by EPA include conducting community interviews and developing a Community Involvement Plan. Although implementing the Community Involvement Plan is the responsibility of EPA, the Respondents, if directed by EPA, shall assist by providing information regarding the Site's history; participating in public meetings; assisting in preparing fact sheets for distribution to the general public; or conducting other activities approved by EPA. All PRP-conducted community involvement activities shall be planned and developed in coordination with EPA.

## **TASK 3: SITE CHARACTERIZATION**

### **3.1. Investigate and Define Site Physical and Biological Characteristics**

The Respondents shall implement the Work Plan and collect data on the physical and biological characteristics of the Site and its surrounding areas including, as needed, the physical physiography, geology, and hydrology, and specific physical characteristics. This information will be ascertained through a combination of existing data, and physical measurements, observations, and sampling efforts and will be utilized to define potential transport pathways and human ecological receptor populations. In defining the Site's physical characteristics the Respondents will also obtain sufficient engineering data for the projection of contaminant fate and transport, and development and screening of remedial action alternatives, including information to assess treatment technologies.

The Respondents shall provide the Remedial Project Manager (RPM) or the entity designated as the Project Coordinator in the Settlement Agreement with a paper copy and an electronic copy (according to EPA Region 5 format specification) of laboratory data within the monthly progress reports and in no event later than 90 days after samples are shipped for analysis. In addition, the monthly progress reports will summarize field activities (including drilling locations, depths, and field notes if requested by RPM), problems encountered, solutions to problems, and upcoming field activities.

Upon request by EPA, the Respondents shall allow EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by the Respondents or their contractors or agents. The Respondents shall notify EPA not less than 15 business days in advance of any sample collection activity. EPA shall have the right to take any additional samples that it deems necessary.

### 3.2. Define Sources of Contamination

The Respondents shall locate each source of contamination. The Respondents shall determine the aerial extent and depth of contamination by sampling in accordance with the approved plans. Respondents shall determine the physical characteristics and chemical constituents and their concentrations for all known and discovered sources of contamination. The Respondents shall conduct sufficient sampling to define the boundaries of the contaminant sources to the level established in the QAPP and DQOs. Defining the source of contamination will include analyzing the potential for contaminant release (e.g., long term leaching from soil), contaminant mobility and persistence, and characteristics important for evaluating remedial actions, including, information to assess treatment technologies.

### 3.3. Describe the Nature and Extent/Fate and Transport of Contamination

The Respondents shall gather information to describe the nature and extent of contamination as a step during the field investigation. To describe the nature and extent of contamination, the Respondents will utilize the information on Site physical and biological characteristics and sources of contamination to give a preliminary estimate of the contaminants that may have migrated. The Respondents will then implement an iterative monitoring program and any study program identified in the work plan or sampling plan such that by using analytical techniques sufficient to detect and quantify the concentration of contaminants, the migration of contaminants through the various media at the Site can be determined. In addition, the Respondents shall gather data for calculations of contaminant fate and transport. This process is continued until the area and depth of contamination are characterized as established in the QAPP and DQOs.

#### 3.3.1. Evaluate Site Characteristics

The Respondents shall analyze and evaluate the data to describe: (1) Site physical and biological characteristic; (2) contaminant source characteristics; (3) nature and extent of contamination; and (4) contaminant fate and transport. Results of the Site physical characteristics, source characteristics, and extent of contamination analyses are utilized in the analysis of contaminant fate and transport. The Respondents shall evaluate the actual and potential magnitude of releases from the sources, and horizontal and vertical spread of contamination as well as mobility and persistence of contaminants. Where modeling is appropriate, such models shall be identified to EPA in a technical memorandum prior to their use. Upon request, all model data and programming, including any proprietary programs, shall be made available to EPA together with a sensitivity analysis. The RI data shall be presented electronically according to EPA Region 5 format requirements. Analysis of data collected for Site characterization will meet the DQOs developed in the QAPP and stated in the FSP (or revised during the RI).

### 3.3.2. Baseline Human Health Risk Assessment

As an attachment to the RI Report, the Respondents shall submit a Baseline Human Health Risk Assessment Report to EPA, with a copy to the IEPA, for review and approval pursuant to Section X of the Settlement Agreement. The Respondents shall conduct the baseline risk assessment to determine whether Site contaminants pose a current or potential risk to human health and the environment in the absence of any remedial action. The Baseline Risk Assessment will build on the Risk Assessment Framework and major components will include contaminant identification, exposure assessment, toxicity assessment, and human health and ecological risk characterization.

Respondents shall conduct a baseline human health risk assessment that focuses on actual and potential risks, to persons coming into contact with on-site hazardous substances, pollutants or contaminants as well as risks to the nearby residential, recreational and industrial worker populations from exposure to hazardous substances, pollutants or contaminants in groundwater, soils, sediments, surface water, air, and ingestion of contaminated organisms in nearby, impacted ecosystems. The human health risk assessment shall define central tendency and reasonable maximum estimates of exposure for current land use conditions and reasonable future land use conditions. The human health risk assessment shall use data from the Site and nearby areas to identify the contaminants of concern (COC), provide an estimate of how and to what extent human receptors might be exposed to these COCs, and provide an assessment of the health effects associated with these COCs. The human health risk assessment shall project the potential risk of health problems occurring if no cleanup action is taken at the Site and/or nearby areas, and establish target action levels for COCs (carcinogenic and non-carcinogenic).

Respondents shall conduct the human health risk assessment in accordance with EPA guidance including, at a minimum: "Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part A)," Interim Final (EPA-540-1-89-002)," OSWER Directive 9285.7-01 A; December 1, 1989; and "Risk Assessment Guidance for Superfund (RAGS), Volume I - Human Health Evaluation Manual (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments)," Interim, (U.S. EPA 540-R-97-033), OSWER 9285.7-01D, January, 1998 or subsequently issued guidance.

As appropriate, Respondents shall also conduct the human health risk assessment in accordance with the following additional guidance found in the following OSWER directives:

- 1) "Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9200.4-27; August, 1998.
- 2) "Implementation of the Risk Assessment Guidance for Superfund (RAGS) Volume I - Human Health Evaluation Manual, (Part D, Standardized Planning, Reporting, and Review of Superfund Risk Assessments) (Interim)," OSWER Directive 9285.7-01D-1; December 17, 1997.
- 3) "Soil Screening Guidance: Technical Background Document," OSWER Directive 9355.4-17A; May 1, 1996 and "Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites, OSWER Directive 9355.4; March 24, 2001.

- 4) "Soil Screening Guidance: User's Guide," Publication 9355.4-23; April, 1996.
- 5) "Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities," OSWER Directive 9355.4-12; July 14, 1994.
- 6) "Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Publication 9285.7-15-1; February, 1994, and associated, clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at <http://www.epa.gov/superfund/health/contaminants/lead/guidance.htm>.
- 7) "Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Version 0.99D, NTIS PB94-501517, 1994 or "Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children," Windows© version, 2001.
- 8) "Risk Assessment Guidance for Superfund: Volume I - Human Health Evaluation Manual: (Part B, Development of Risk-based Preliminary Remediation Goals)," Interim, OSWER Directive 9285.7-01B; December, 1991.
- 9) "Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors," OSWER Directive 9285.6-03; March 25, 1991.
- 10) "Exposure Factors Handbook," Volumes I, II, and III; August 1997 (EPA/600/P-95/002Fa, b, c).

Respondents shall also comply with the guidance on assessing human health risk associated with adult exposures to lead in soil as found in the following document: "Recommendations of the Technical Review Workgroup for Lead for an Interim Approach to Assessing Risks Associated with Adult Exposures to Lead in Soil," December, 1996. This document may be downloaded from the Internet at the following address: <http://www.epa.gov/superfund/pubs/rpubs.htm>.

Additional applicable or relevant guidance may be used for the human health risk assessment only if approved by EPA.

Respondents shall prepare the Human Health Risk Assessment Report according to the guidelines outlined below:

- Hazard Identification (sources). The Respondents shall review available information on the hazardous substances present at the Site and identify the major contaminants of concern.
- Dose-Response Assessment. The Respondents shall select contaminants of concern based on their intrinsic toxicological properties.



- **Conceptual Exposure/Pathway Analysis.** The Respondents shall identify and analyze critical exposure pathways (e.g., drinking water). The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.
- **Characterization of Site and Potential Receptors.** The Respondents shall identify and characterize human populations in the exposure pathways.
- **Exposure Assessment.** The exposure assessment will identify the magnitude of actual or potential human exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels. In developing the exposure assessment, the Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential land use conditions at the Site.
- **Risk Characterization.** During risk characterization, Respondents shall compare chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, to measured levels of contaminant exposure levels and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the Site are affecting or could potentially affect human health.
- **Identification of Limitations/Uncertainties.** The Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the report.
- **Conceptual Site Model.** Based on contaminant identification, exposure assessment, toxicity assessment, and risk characterization, the Respondents shall reevaluate the preliminary CSM.

### 3.3.3. Baseline Ecological Risk Assessment

As an attachment to the RI Report, the Respondents shall submit a Baseline Ecological Risk Assessment Report to EPA, with a copy to the IEPA, for review and approval by EPA. In the Ecological Risk Assessment Report, the Respondents shall evaluate and assess the risk to the environment posed by Site contaminants. Respondents shall prepare the Ecological Risk Assessment Report in accordance with EPA guidance including, at a minimum: "Ecological Risk Assessment Guidance for Superfund, Process for Designing and Conducting Ecological Risk Assessments, (EPA-540-R-97-006, June 1997), OSWER Directive 9285.7-25 and as appropriate, shall follow the guidelines outlined below:

- **Hazard Identification (sources).** The Respondents shall review available information on the hazardous substances present at the Site and identify the major contaminants of concern.

- Dose-Response Assessment. The Respondents must select contaminants of concern based on their intrinsic toxicological properties.
- Conceptual Exposure/Pathway Analysis. Critical exposure pathways (e.g., surface water) shall be identified and analyzed. The proximity of contaminants to exposure pathways and their potential to migrate into critical exposure pathways shall be assessed.
- Characterization of Site and Potential Receptors. The Respondents shall identify and characterize environmental exposure pathways.
- Selection of Chemicals, Indicator Species, and End Points. In preparing the assessment, the Respondents will select representative chemicals, indicator species (species that are especially sensitive to environmental contaminants), and end points on which to concentrate.
- Exposure Assessment. In the exposure assessment, Respondents must identify the magnitude of actual or environmental exposures, the frequency and duration of these exposures, and the routes by which receptors are exposed. The exposure assessment shall include an evaluation of the likelihood of such exposures occurring and shall provide the basis for the development of acceptable exposure levels. In developing the exposure assessment, the Respondents shall develop reasonable maximum estimates of exposure for both current land use conditions and potential land use conditions at the Site.
- Toxicity Assessment/Ecological Effects Assessment. The toxicity and ecological effects assessment will address the types of adverse environmental effects associated with chemical exposures, the relationships between magnitude of exposures and adverse effects, and the related uncertainties for contaminant toxicity (e.g., weight of evidence for a chemical's carcinogenicity).
- Risk Characterization. During risk characterization, Respondents shall compare chemical-specific toxicity information, combined with quantitative and qualitative information from the exposure assessment, to measured levels of contaminant exposure levels and the levels predicted through environmental fate and transport modeling. These comparisons shall determine whether concentrations of contaminants at or near the Site are affecting or could potentially affect the environment.
- Identification of Limitations/Uncertainties. The Respondents shall identify critical assumptions (e.g., background concentrations and conditions) and uncertainties in the report.
- Conceptual Site Model. Based on information developed for the Baseline Ecological Risk Assessment, the Respondents shall reevaluate the preliminary CSM.

### 3.4. Current and Future Land Uses and Reuse Assessment

As an attachment to the RI Report, Respondents shall submit a Memorandum to EPA for review and approval that evaluates the current and reasonably anticipated future land uses at the Site. The Memorandum shall identify: 1) past uses at the Site including title and lien information; 2) current uses of the Site and neighboring areas; 3) the owner's plans for the Site following cleanup and any prospective purchasers; 4) applicable zoning laws and ordinance; 5) current zoning; 6) applicable local area land use plans, master plans and how they affect the Site; 7) existing local restrictions on property; 8) property boundaries; 9) groundwater use determinations, wellhead protection areas, recharge areas and other areas identified in the state's Comprehensive Ground Water Protection Program; 10) flood plains, wetland, or endangered or threatened species; and 11) utility rights of way.

If EPA, in its sole discretion, determines that a Reuse Assessment is necessary, Respondents will perform the Reuse Assessment in accordance with EPA guidance, including, but not limited to: "Reuse Assessments: A Tool To Implement The Superfund Land Use Directive, OSWER 9355.7-06P, June 4, 2001 upon request of EPA. The Reuse Assessment should provide sufficient information to develop realistic assumptions of the reasonably anticipated future uses for the Site.

#### **TASK 4: REMEDIAL INVESTIGATION (RI) REPORT**

In accordance with the schedule in the EPA approved final RI Documents, the Respondents shall submit to EPA, with a copy to the IEPA, for review and approval pursuant to Section X of the Settlement Agreement, an RI Report addressing all of the Site and nearby areas. The RI Report shall be consistent with the Settlement Agreement and this SOW. The RI Report shall accurately establish the site characteristics such as media contaminated, extent of contamination, and the physical boundaries of the contamination. Pursuant to this objective, the Respondents shall obtain only the essential amount of detailed data necessary to determine the key contaminants' movement and extent of contamination. The key contaminants must be selected based on persistence and mobility in the environment and the degree of hazard. The key contaminants identified in the RI shall be evaluated for receptor exposure and an estimate of the key contaminants level reaching human or environmental receptors must be made. The Respondents shall use existing standards and guidelines such as drinking-water standards, water- quality criteria, and other criteria accepted by the EPA as appropriate for the situation may be used to evaluate effects on human receptors that may be exposed to the key contaminant(s) above appropriate standards or guidelines. Respondents shall complete the RI Report in accordance with the following requirements:

The Respondents shall submit an RI Report that builds on the RI Documents and includes the following:

- Executive Summary
- Site Background. The Respondents shall assemble and review available facts about the Site under investigation.
- Assessment of Previous Work and Analysis of Existing Data

- Investigation (as applicable)
  - Site Reconnaissance
  - Field Investigation & Technical Approach
  - Chemical Analysis & Analytical Methods
  - Field Methodologies
  - Biological
  - Surface Water
  - Sediment
  - Soil Boring
  - Soil Sampling
  - Monitoring Well Installation
  - Groundwater Sampling
  - Hydrogeological Assessment
  - Air Sampling
  - Waste Investigation
  - Geophysical Investigation
- Site Characteristics (as applicable)
  - Geology
  - Hydrogeology
  - Meteorology
  - Demographics and Land Use
  - Ecological Assessment
  - Hydrodynamics
- Nature and Extent of Contamination
  - Contaminant Sources
  - Contaminant Distribution and Trends
- Fate and Transport
  - Contaminant Characteristics
  - Transport Processes
  - Contaminant Migration Trends
- Human Health Risk Assessment
  - Hazard Identification (sources)
  - Dose-Response Assessment
  - Prepare Conceptual Exposure/Pathway Analysis
  - Characterization of Site and Potential Receptors
  - Exposure Assessment

- Risk Characterization
- Identification of Limitations/Uncertainties
- Site Conceptual Model
- Ecological Risk Assessment
  - Hazard Identification (sources)
  - Dose-Response Assessment
  - Prepare Conceptual Exposure/Pathway Analysis
  - Characterization of Site and Potential Receptors
  - Selection of Chemicals, Indicator Species, and End Points
  - Exposure Assessment
  - Toxicity Assessment/Ecological Effects Assessment
  - Risk Characterization
  - Identification of Limitations/Uncertainties
  - Site Conceptual Model
- Summary and Conclusions

## **TASK 5: TREATABILITY STUDIES**

Respondents or EPA may suggest the use of treatability studies as part of the Work. If EPA determines that treatability testing is necessary, the Respondents shall conduct treatability studies as described in this Task 5 of this SOW. In addition, if applicable, the Respondents shall use the testing results and operating conditions in the detailed design of the selected remedial technology. The Respondents shall perform the following activities.

### **5.1. Determine Candidate Technologies and the Need for Testing**

The Respondents shall submit a Candidate Technologies and Testing Needs Technical Memorandum to EPA, with a copy to IEPA, for review and approval by EPA, which identifies candidate technologies for a treatability studies program no later than at the time of submittal of the draft RI/FS Planning Documents. The list of candidate technologies shall cover the range of technologies required for alternatives analysis. The Respondents shall determine and refine the specific data requirements for the testing program during Site characterization and the development and screening of remedial alternatives.

#### **5.1.1. Conduct Literature Survey and Determine the Need for Treatability Testing**

Within the Candidate Technologies and Testing Needs Technical Memorandum, the Respondents shall conduct a literature survey to gather information on the performance, relative costs, applicability, removal efficiencies, operation and maintenance (O&M) requirements, and implementability of candidate technologies. Respondents shall conduct treatability studies except where Respondents can demonstrate to EPA's satisfaction that they are not needed.

### **5.2. Treatability Testing and Deliverables**

#### 5.2.1. Treatability Study Work Plan and Sampling and Analysis Plan (SAP)

Respondents or EPA may suggest the use of treatability studies as part of the Work. If EPA determines that treatability testing is necessary, EPA will decide on the type of treatability testing to use (e.g., bench versus pilot). At the request of EPA, and in accordance with the schedule in Exhibit A to this SOW, the Respondents shall submit a Treatability Study Work Plan and a SAP, or amendments to the Work Plan to EPA with a copy(ies) to the IEPA for review and approval pursuant to Section X of the Settlement Agreement, that describes the Site background, the remedial technology(ies) to be tested, test objectives, experimental procedures, treatability conditions to be tested, measurements of performance, analytical methods, data management and analysis, health and safety, residual waste management, and a schedule. The Respondents shall document the DQOs for treatability testing as well. If pilot scale treatability testing is to be performed, the Treatability Study Work Plan shall describe pilot plant installation and start-up, pilot plant operation and maintenance procedures, operating conditions to be tested, a sampling plan to determine pilot plant performance, and a detailed health and safety plan. If testing is to be performed off-Site, the plans shall address all permitting requirements.

#### 5.2.2. Treatability Study Health and Safety Plan

If the Health and Safety Plan and Work Plan are not adequate for defining the activities to be performed during the treatability tests, the Respondents shall submit a separate or amended Health and Safety Plan. Task 1.2.1.5 of this SOW provides additional information on the requirements of the Health and Safety Plan. EPA and IEPA review, but do not "approve" the Treatability Study Health and Safety Plan.

#### 5.2.3. Treatability Study Evaluation Report

Following the completion of the treatability testing, the Respondents shall analyze and interpret the testing results in a technical report to EPA and IEPA. Respondents shall submit the treatability study report according to the schedule in the Treatability Study Work Plan. This report may be a part of the RI Report or submitted as a separate deliverable. The Treatability Study Evaluation Report shall evaluate each technology's effectiveness, implementability and cost, and actual results as compared with predicted results. The report shall also evaluate full scale application of the technology, including a sensitivity analysis identifying the key parameters affecting full-scale operation.

### **TASK 6: DEVELOPMENT AND SCREENING OF ALTERNATIVES**

The Respondents shall develop and screen an appropriate range of remedial alternatives that will be evaluated in the FS. The alternative array will build on the FS Documents, as appropriate. The range of alternatives shall include, as appropriate, options in which treatment is used to reduce the toxicity, mobility, or volume of wastes, but which vary in the types of treatment, the amount treated, and the manner in which long-term residuals or untreated wastes are managed; options involving containment with little or no treatment; options involving both treatment and containment; and a no-action alternative. The Respondents shall perform the following activities as a function of the development and screening of remedial alternatives.

The Respondents shall prepare and submit to EPA and IEPA a technical memorandum for this task. An Alternatives Screening Technical Memorandum shall be submitted in accordance with the Schedule in Exhibit A to this SOW. Comments on the Alternatives Screening shall be addressed in the draft FS. An initial screening of remedial technologies should be conducted in accordance with EPA Guidance, including Contaminated Sediment Remediation Guidance for Hazardous Waste Sites, December 2005.

#### 6.1. Alternatives Screening Technical Memorandum

The Alternatives Screening Technical Memorandum shall summarize the work performed and the results of each of the above tasks, and shall include an alternatives array summary. The Memorandum shall summarize the development and screening of remedial alternatives. If required by EPA, the Respondents shall modify the alternatives array to assure that the array identifies a complete and appropriate range of viable alternatives to be considered in the detailed analysis. The Alternatives Screening Technical Memorandum shall document the methods, the rationale and the results of the alternatives screening process, and shall include:

##### 6.1.1. Remedial Action Objectives

The Respondents shall develop Remedial Action Objectives (RAOs). Based on the baseline human health and ecological risk assessments, the Respondents shall document the RAOs which shall specify the contaminants and media of concern, potential exposure pathways and receptors, and contaminant level or range of levels (for each exposure route) that are protective of human health and the environment. RAOs shall be developed by considering the factors set forth in 40 C.F.R. § 300.430(e)(2)(i). The Memorandum shall include remedial action objectives for Engineering Controls as well as for Institutional Controls.

##### 6.1.2. Identify Areas or Volumes of Media

In the Alternatives Screening Technical Memorandum, the Respondents shall identify areas or volumes of media to which response actions may apply, taking into account requirements for protectiveness as identified in the remedial action objectives. The Respondents shall also take into account the chemical and physical characterization of the Site.

##### 6.1.3. Identify, Screen, and Document Remedial Technologies

Based on the Preliminary Remedial Technology Screening Document, in the Alternatives Screening Technical Memorandum, the Respondents shall identify and evaluate applicable technologies and eliminate those that cannot be implemented at the Site. The Respondents shall evaluate process options on the basis of effectiveness, implementability, and cost factors to select and retain one or, if necessary, more representative processes for each technology type. The Respondents shall summarize and include the technology types and process options in the Alternatives Screening Technical Memorandum. Whenever practicable, the alternatives shall also consider the CERCLA preference for treatment over conventional containment or land disposal approaches.

#### 6.1.4. Assemble and Document Alternatives

The Respondents shall assemble the selected representative technologies into alternatives for each affected medium or operable unit. Together, all of the alternatives shall represent a range of treatment and containment combinations that shall address either the Site or the operable unit as a whole. The Respondents shall prepare a summary of the assembled alternatives and their related ARARs. If necessary, the Respondents shall conduct the screening of alternatives to assure that only the alternatives with the more favorable composite evaluation of all factors are retained for further analysis. As appropriate, the screening shall preserve the range of treatment and containment alternatives that was initially developed. The Respondents shall specify the reasons for eliminating alternatives during the preliminary screening process.

### **TASK 7: DETAILED ANALYSIS of ALTERNATIVES (FS REPORT)**

Building on previous tasks outlined in this SOW, the Respondents shall conduct and present a detailed analysis of remedial alternatives to provide EPA with the information needed to select a Site remedy.

#### 7.1. Detailed Analysis of Alternatives

The Respondents shall conduct a detailed analysis of the remedial alternatives for the Site. The detailed analysis shall include an analysis of each remedial option against each of the nine evaluation criteria set forth in 40 C.F.R. § 300.430(e)(9)(iii) and a comparative analysis of all options using the same nine criteria as a basis for comparison.

##### 7.1.1. Apply Nine Criteria and Document Analysis

The Respondents shall apply the nine evaluation criteria to the assembled remedial alternatives to ensure that the selected remedial alternative will protect human health and the environment and meet remedial action objectives; will comply with or include a waiver of ARARs; will be cost-effective; will utilize permanent solutions and alternative treatment technologies, or resource recovery technologies, to the maximum extent practicable; and will address the statutory preference for treatment as a principal element. The evaluation criteria include: (1) overall protection of human health and the environment and how the alternative meets each of the remedial action objectives; (2) compliance with ARARs; (3) long-term effectiveness and permanence; (4) reduction of toxicity, mobility, or volume through treatment; (5) short-term effectiveness; (6) implementability; (7) cost; (8) state (or support agency) acceptance; and (9) community acceptance. (Note: criteria 8 and 9 are considered after the RI/FS report has been released to the general public.) For each alternative the Respondents shall provide: (1) a description of the alternative that outlines the waste management strategy involved and identifies the key ARARs associated with each alternative, and (2) a discussion of the individual criterion assessment. If the Respondents do not have direct input on criteria (8) state (or support agency) acceptance and (9) community acceptance, EPA will address these criteria.

##### 7.1.2. Compare Alternatives Against Each Other and Document the Comparison of



## Alternatives

The Respondents shall perform a detailed comparative analysis between the remedial alternatives. That is, the Respondents shall compare each alternative against the other alternatives using the nine evaluation criteria as a basis of comparison. EPA will identify and select the preferred alternative.

### 7.1.3. Alternatives Analysis for Institutional Controls

Alternatives Analysis for Institutional Controls and Screening. Respondents shall submit a memorandum on the Institutional Controls identified in the Memorandum on Development and Screening of Alternatives as potential remedial actions. The Alternatives Analysis for Institutional Controls and Screening shall: (1) state the objectives (i.e., what will be accomplished) for the Institutional Controls; (2) determine the specific types of Institutional Controls that can be used to meet the remedial action objectives; (3) investigate when the Institutional Controls need to be implemented and/or secured and how long they must be in place; (4) research, discuss and document any agreement with the proper entities (e.g., state, local government entities, local landowners, conservation organizations, Respondents) on exactly who will be responsible for securing, maintaining and enforcing the Institutional Controls. The Alternatives Analysis for Institutional Controls and Screening shall also evaluate the Institutional Controls identified in the Memorandum on Development and Screening of Alternatives against the nine evaluation criteria outlined in the NCP (40 C.F.R. § 300.430(e)(9)(iii)) for CERCLA cleanups, including but not limited to costs to implement, monitor and/or enforce the Institutional Controls. The Alternatives Analysis for Institutional Controls and Screening shall be submitted as an appendix to the Draft Feasibility Study Report.

### 7.2. Feasibility Study Report

In accordance with the Schedule in Exhibit A to this SOW, the Respondents shall prepare and submit a draft FS Report to EPA and IEPA for review and approval pursuant to Section X of the Settlement Agreement. The FS report shall summarize the development and screening of the remedial alternatives and present the detailed analysis of remedial alternatives. In addition, the FS Report shall also include the information EPA will need to prepare relevant sections of the Record of Decision (ROD) for the Site [see Chapters 6 and 9 of U.S. EPA's "A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents (U.S. EPA 540-R-98-031, July 1999)" for the information that is needed].

## **TASK 8: PROGRESS REPORTS**

### 8.1. Monthly Progress Reports

The Respondents shall submit monthly written progress reports to EPA and IEPA concerning actions undertaken pursuant to the Settlement Agreement and this SOW, in accordance with the Schedule in Exhibit A to this SOW, unless otherwise directed in writing by the RPM. These reports shall include, but not be limited to, a description of all significant developments during the preceding period, including the specific work that was performed and any problems that were encountered; a paper and electronic copies (formatted according to EPA specifications) and summary of the analytical data that was received during the reporting period; and the developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and actual or planned resolutions of past or anticipated problems. The monthly progress reports will summarize the field activities conducted each month including, but not limited to drilling and sample locations, depths and descriptions; boring logs; sample collection logs; field notes; problems encountered; solutions to problems; a description of any modifications to the procedures outlined in the Work Plan, with justifications for the modifications; a summary of all data received during the reporting period and the analytical results; and upcoming field activities. In addition, the Respondents shall provide the RPM or the entity designated by the RPM with all laboratory data within the monthly progress reports and in no event later than 90 days after samples are shipped for analysis.

**EXHIBIT A**  
**SCHEDULE FOR MAJOR DELIVERABLES**

**A. Project Start Dates**

The Settlement Agreement and SOW establish requirements for the RI/FS. The Project Start date will be the effective date of the Settlement Agreement.

**B. General Schedule**

The following schedule shall apply to the RI/FS Planning Documents and the RI/FS for both OUs, unless otherwise specified. The schedule for the Site may be modified when: 1) a different schedule is approved by EPA in the Work Plan, Treatability Testing Work Plan, or other EPA approved document; or 2) the Respondents submits in writing a request for an extension or schedule modification, and EPA approves any such request.

**OPERABLE UNIT 1**

DELIVERABLE	DUE DATE
TASK 1.1 - RI/FS Planning Documents, including QAPP, FSP, CSM, and HSP.	Draft QAPP, FSP, CSM and HSP due 60 days after EPA direction to begin OU 1 investigation activities. Final RI/FS Planning Documents due 30 days after EPA approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 1.2 - RI Work Plan	Work Plan due 60 days after EPA direction to begin OU 1 investigation activities. Final RI/FS Planning Documents due 30 days after EPA approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 3 - Site Characterization Technical Communications	To be included in the monthly Progress Reports.
TASK 4 - RI Report	Draft RI Report due six months following EPA approval of the Work Plan or date based on RI schedule. Final RI Report due 45 days after receipt of EPA's approval or direction to modify pursuant to Section X of the Settlement Agreement.

TASK 5 - Treatability Studies, including Work Plan, SAP, HASP or Amendments to RI/FS Work Plan (if necessary)	Due within 60 days of request by EPA Final documents are due 30 days after receipt of EPA's approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 6 - Alternatives Screening Technical Memorandum	60 days after submittal of the draft RI Report
TASK 7 - FS Report	FS Report due 45 days after receipt of U.S. EPA's comments on the Alternatives Screening Technical Memorandum. Final FS Report due 45 days after receipt of EPA's approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 8 - Monthly Progress Reports	On the 15th day of each month or the first business day after the 15th of the month commencing 60 days after the Project Start Date and continuing until EPA issues the Record of Decision for the Site.
Miscellaneous Documents	In accordance with the submittal date provided by RPM.

## OPERABLE UNIT 2

DELIVERABLE	DUE DATE
TASK 1.1 - RI/FS Planning Documents, including QAPP, FSP, CSM, and HSP.	Draft QAPP, FSP, CSM and HSP due 60 days after the effective date of the Settlement Agreement. Final RI/FS Planning Documents due 30 days after EPA approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 1.2 - RI Work Plan	Work Plan due 60 days after effective date of the Settlement Agreement. Final Work Plan is due 30 days after EPA approval or direction to modify pursuant to Section X of the Settlement Agreement.

TASK 3 - Site Characterization Technical Communications	To be included in the monthly Progress Reports.
TASK 4 - RI Report	Draft RI Report due six months following EPA approval of the Work Plan or date based on RI schedule. Final RI Report due 45 days after receipt of EPA's approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 5 - Treatability Studies, including Work Plan, SAP, HASP or Amendments to RI/FS Work Plan (if necessary)	Draft documents are due within 60 days of request by EPA. Final documents are due 30 days after receipt of EPA's approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 6 - Alternatives Screening Technical Memorandum	Due 60 days after submittal of the draft RI Report
TASK 7 - FS Report	Draft FS Report due 45 days after receipt of U.S. EPA's comments on the Alternatives Screening Technical Memorandum.  Final FS Report due 45 days after receipt of EPA's approval or direction to modify pursuant to Section X of the Settlement Agreement.
TASK 8 - Monthly Progress Reports	On the 15th day of each month or the first business day after the 15th of the month commencing 60 days after the Project Start Date and continuing until EPA issues the Record of Decision for the Site.
Miscellaneous Documents	In accordance with the submittal date provided by RPM.

## **EXHIBIT B**

### **PARTIAL LIST OF GUIDANCE**

The following list, although not comprehensive, comprises many of the regulations and guidance documents that apply to the RI/FS process. The majority of these guidance documents, and additional applicable guidance documents, may be downloaded from the following websites:

<http://www.epa.gov/superfund/pubs/> (General Superfund) <http://clu.in.org> (Site Characterization, Monitoring and Remediation)  
<http://www.epa.gov/nrmrl/publications.html> (Site Characterization and Monitoring)  
[http://www.epa.gov/quality/qa\\_docs.html](http://www.epa.gov/quality/qa_docs.html) (Quality Assurance)  
<http://www.epa.gov/superfund/programs/dfa/> (Dynamic Field Activities)  
[http://www.epa.gov/superfund/health/human\\_health.htm](http://www.epa.gov/superfund/health/human_health.htm) (Risk Assessment - Human) <http://www.epa.gov/superfund/programs/nrd/era.htm> (Ecological Risk Assessment) <http://www.epa.gov/superfund/health/contaminants/lead/index.htm> (Risk Assessment - Lead) <http://cfpub.EPA.gov/ncea> (Risk Assessment - Exposure Factors/Other) <http://www.epa.gov/epahome/publications.htm> (General Publications Clearinghouse) <http://www.EPA.gov/fedfac/documents/qualityassurance.htm> (UFP Manual and Examples)

### **GUIDANCE DOCUMENTS**

1. The National Contingency Plan (Revised).
2. Conducting Remedial Investigation/Feasibility Studies for CERCLA Municipal Landfill Sites, U.S. EPA, Office of Emergency and Remedial Response, EPA/540/p-91/001, February, 1991.
3. Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA, U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 93:55.3-01, EPA/540/G-89/004, October 1988.
4. Implementing Presumptive Remedies, U.S. EPA, Office of Emergency and Remedial Response, EPA-540-R-97-029, October 1997.
5. Presumptive Remedy for CERCLA Municipal Landfill Sites, U.S. EPA, OSWER Directive No. 9355.0-49FS, EPA-540-F-93-035, September 1993.
6. Presumptive Remedies: CERCLA Landfill Caps RI/FS Data Collection Guide, U.S. EPA, OSWER 9355.3-18FS, EPA/540/F-95/009, August 1995.
7. Presumptive Response Strategy and Ex-Situ Treatment Technologies for Contaminated Ground Water at CERCLA Sites, OSWER 9283.1-12, EPA-540-R-96-023, October 1996.

8. Field Analytical and Site Characterization Technologies Summary of Applications, U.S. EPA, EPA-542-F-97-024, November 1997.
9. CLU-IN Hazardous Waste Clean-Up Information World Wide Web Site, U.S. EPA, EPA542-F-99-002, February 1999.
10. Field Sampling and Analysis Technology Matrix and Reference Guide, U.S. EPA, EPA-542-F-98-013, July 1998.
11. Subsurface Characterization and Monitoring Techniques: A Desk Reference Guide, Volumes 1 and 2, U.S. EPA, EPA/625/R-93/003, May 1993.
12. Use of Airborne, Surface, and Borehole Geophysical Techniques at Contaminated Sites: A Reference Guide, U.S. EPA, EPA/625/R-92/007(a, b), September 1993.
13. Innovations in Site Characterization: Geophysical Investigation at Hazardous Waste Sites, U.S. EPA, EPA-542-R-00-003, August 2000.
14. Innovative Remediation and Site Characterization Technology Resources, U.S. EPA, OSWER, EPA-542-F-01-026b, January 2001.
15. Handbook of Suggested Practices for the Design and Installation of Ground- Water Monitoring Wells, U.S. EPA, EPA/600/4-89/034, 1991.
16. Ground-Water Sampling Guidelines for Superfund and RCRA Project Managers, U.S. EPA, EPA-542-S-02-001, May 2002.
17. Ground Water Issue: Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures, U.S. EPA, EPA/540/S-95/504, April 1996.
18. Superfund Ground Water Issue: Ground Water Sampling for Metals Analysis, U.S. EPA, EPA/540/4-89/001, March 1989.
19. Resources for Strategic Site Investigation and Monitoring, U.S. EPA, OSWER, EPA-542F-0100305, September 2001.
20. Region 5 Framework for Monitored Natural Attenuation Decisions for Groundwater, U.S. EPA Region 5, September 2000.
21. Ground Water Issue: Suggested Operating Procedures for Aquifer Pumping Tests, U.S. EPA, OSWER, EPA/540/S-93/503, February 1993.
22. Technical Protocol for Evaluating Natural Attenuation of Chlorinated Solvents in Ground Water, U.S. EPA, EPA/600/R-98/128, September 1998.

23. Use of Monitored Natural Attenuation at Superfund, RCRA Corrective Action and Underground Storage Tank Sites, U.S. EPA, OSWER Directive 9200.4-17P, April 21, 1999.
24. Ground Water Issue: Fundamentals of Ground-Water Modeling, U.S. EPA, OSWER, EPA/540/S-92/005, April 1992.
25. Assessment Framework for Ground-Water Model Applications, U.S. EPA, OSWER Directive #9029.00, EPA-500-B-94-003, July 1994.
26. Ground-Water Modeling Compendium - Second Edition: Model Fact Sheets, Descriptions, Applications and Cost Guidelines, U.S. EPA, EPA-500-B-94-004, July 1994.
27. A Guide to Preparing Superfund Proposed Plans, Records of Decision, and Other Remedy Selection Decision Documents, U.S. EPA, Office of Solid Waste and Emergency Response, OSWER Directive No. 9200.1-23P, U.S. EPA 540-R-98-031, July 1999.
28. Region 5 Instructions on the Preparation of A Superfund Division Quality Assurance Project Plan Based on U.S. EPA QA/R-5, Revision 0, U.S. EPA Region 5, June 2000.
29. Guidance for the Data Quality Objectives Process (QA-G-4), U.S. EPA, EPA/600/R-96/055, August 2000.
30. Guidance for the Data Quality Objectives Process for Hazardous Waste Sites (QA/G-4HW), U.S. EPA, EPA/600/R-00/007, January 2000.
31. Guidance for the Preparation of Standard Operating Procedures (QA-G-6), U.S. EPA, EPA/240/B-01/004, March 2001.
32. U.S. EPA Requirements for Quality Management Plans (QA/R-2), U.S. EPA, EPA/240/B01/002, March 2001.
33. U.S. EPA Requirements for QA Project Plans (QA/R-5), U.S. EPA, EPA/240/B-01/003, March 2001.
34. Guidance for Quality Assurance Project Plans (QA/G-5), U.S. EPA, EPA/600/R-98/018, February 1998.
35. Users Guide to the U.S. EPA Contract Laboratory Program, U.S. EPA, Sample Management Office, OSWER Directive No. 9240.0-01D, January 1991.
36. Technical Guidance Document: Quality Assurance and Quality Control for Waste Containment Facilities, U.S. EPA, EPA/600/R-93/182, 1993.
37. Guidance on Implementation of the Superfund Accelerated Cleanup Model (SACM) under CERCLA and the NCP (EPA OSWER Directive No. 9203.1-03, July 7, 1992).



38. Early Action and Long-Term Action Under SACM - Interim Guidance (EPA OSWER Directive No. 9203.1-051, December 1992).
39. Guidance on Conducting Non-Time Critical Removal Actions under CERCLA (EPA/540-R-93-057, OSWER Directive No.9360.0-32, August 1993).
40. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part A), U.S. EPA, EPA/540/1-89/002, December 1989.
41. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part B, Development of Risk-Based Preliminary Remediation Goals), U.S. EPA, EPA/540/R92/003, OSWER Publication 9285.7-01B, December 1991.
42. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part C - Risk Evaluation of Remedial Alternatives), U.S. EPA, Office of Emergency and Remedial Response, Publication 9285.7-01C, October, 1991.
43. Risk Assessment Guidance for Superfund - Volume I Human Health Evaluation Manual (Part D - Standardized Planning, Reporting, and Review of Superfund Risk Assessments), U.S. EPA, Office of Emergency and Remedial Response, Publication 9285.7-47, December 2001.
44. Risk Assessment Guidance for Superfund: Volume III - Part A, Process for Conducting Probabilistic Risk Assessment, U.S. EPA, OSWER Publication 9285.7-45, EPA-540-R02-002, December 2001.
45. Policy for Use of Probabilistic in Risk Assessment at the U.S. Environmental Protection Agency, U.S. EPA, Office of Research and Development, 1997.
46. Human Health Evaluation Manual, Supplemental Guidance: Standard Default Exposure Factors, U.S. EPA, OSWER Directive 9285.6-03, March 25, 1991.
47. Exposure Factors Handbook, Volumes I, II, and III, U.S. EPA, EPA/600/P-95/002F a,b,c, August 1997.
48. Supplemental Guidance to RAGS: Calculating the Concentration Term, U.S. EPA, OSWER Publication 9285.7-081, May 1992.
49. Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities, U.S. EPA, OSWER Directive 9355.4-12, EPA/540/F-94/043, July 14, 1994.
50. Clarification to the 1994 Revised Interim Soil Lead Guidance for CERCLA Sites and RCRA Corrective Action Facilities, U.S. EPA, OSWER Directive 9200.4-27, EPA/540/F98/030, August 1998.
51. Guidance Manual for the Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children, U.S. EPA, OSWER Publication 9285.7-15-1, February 1994; and associated,

clarifying Short Sheets on IEUBK Model inputs, including but not limited to OSWER 9285.7-32 through 34, as listed on the OSWER lead internet site at [www.EPA.gov/superfund/programs/lead/prods.htm](http://www.EPA.gov/superfund/programs/lead/prods.htm).

52. Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children, Version 0.99D, NTIS PB94-501517, 1994 or Integrated Exposure Uptake Biokinetic (IEUBK) Model for Lead in Children, Windows© version, 2001.
53. Role of the Baseline Risk Assessment in Superfund Remedy Selection Decisions, U.S. EPA, OSWER Directive 9355.0-30, April 22, 1991.
54. Performance of Risk Assessments in Remedial Investigation /Feasibility Studies (RI/FSs) Conducted by Potentially Responsible Parties (PRPs), OSWER Directive No. 9835.15, August 28, 1990.
55. Supplemental Guidance on Performing Risk Assessments in Remedial Investigation Feasibility Studies (RI/FS) Conducted by Potentially Responsible Parties (PRPs), OSWER Directive No. 9835.15(a), July 2, 1991.
56. Role of Background in the CERCLA Cleanup Program, U.S. EPA, OSWER 9285.6-07P, April 26, 2002.
57. Soil Screening Guidance: User's Guide, U.S. EPA, OSWER Publication 9355.4-23, July 1996.
58. Soil Screening Guidance: Technical Background Document, U.S. EPA, EPA/540/R95/128, May 1996.
59. Supplemental Guidance for Developing Soil Screening Levels for Superfund Sites (Peer Review Draft), U.S. EPA, OSWER Publication 9355.4-24, March 2001.
60. Ecological Risk Assessment Guidance for Superfund: Process for Designing & Conducting Ecological Risk Assessments, U.S. EPA, OSWER Directive 9285.7-25, EPA/540-R-97-006, February 1997.
61. Guidelines for Ecological Risk Assessment, U.S. EPA, EPA/630/R-95/002F, April 1998.
62. - The Role of Screening-Level Risk Assessments and Refining Contaminants of Concern in Baseline Ecological Risk Assessments, U.S. EPA, OSWER Publication 9345.0-14, EPA/540/F-01/014, June 2001.
63. Ecotox Thresholds, U.S. EPA, OSWER Publication 9345.0-12FSI, EPA/540/F-95/038, January 1996.
64. Issuance of Final Guidance: Ecological Risk Assessment and Risk Management Principles for Superfund Sites, U.S. EPA, OSWER Directive 9285.7-28P, October 7, 1999.

65. Guidance for Data Usability in Risk Assessment (Quick Reference Fact Sheet), OSWER 9285.7-05FS, September, 1990.
66. Guidance for Data Usability in Risk Assessment (Part A), U.S. EPA, Office of Emergency and Remedial Response, Publication 9285.7-09A, April 1992.
67. Guide for Conducting Treatability Studies Under CERCLA, U.S. EPA, EPA/540/R-92/071a, October 1992.
68. CERCLA Compliance with Other Laws Manual, Two Volumes, U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9234.1-01 and -02, EPA/540/G-89/009, August 1988.
69. Guidance on Remedial Actions for Contaminated Ground Water at Superfund Sites, U.S. EPA, Office of Emergency and Remedial Response, (Interim Final), OSWER Directive No. 9283.1-2, EPA/540/G-88/003, December 1988.
70. Considerations in Ground-Water Remediation at Superfund Sites and RCRA Facilities - Update, U.S. EPA, OSWER Directive 9283.1-06, May 27, 1992.
71. Methods for Monitoring Pump-and-Treat Performance, U.S. EPA, EPA/600/R-94/123, June 1994.
72. Pump-and-Treat Ground-Water Remediation A Guide for Decision Makers and Practitioners, U.S. EPA, EPA/625/R-95/005, July 1996.
73. Ground-Water Treatment Technology Resource Guide, U.S. EPA, OSWER, EPA-542-B94/009, September 1994.
74. Land Use in the CERCLA Remedy Selection Process, U.S. EPA, OSWER Directive No. 9355.7-04, May 25, 1995.
75. Reuse Assessments: A Tool To Implement The Superfund Land Use Directive, U.S. EPA, OSWER 9355.7-06P, June 4, 2001.
76. Reuse of CERCLA Landfill and Containment Sites, U.S. EPA, OSWER 9375.3-05P, EPA540-F-99-015, September 1999.
77. Reusing Superfund Sites: Commercial Use Where Waste is Left on Site, U.S. EPA, OSWER 9230.0-100, February 2002.
78. Covers for Uncontrolled Hazardous Waste Sites, U.S. EPA, EPA/540/2-85/002, 1985.
79. Technical Guidance Document: Final Covers on Hazardous Waste Landfills and Surface Impoundments, U.S. EPA, OSWER, EPA/530-SW-89-047, July 1989.

80. Engineering Bulletin: Landfill Covers, U.S. EPA, EPA/540/S-93/500, 1993.
81. Principles for Managing Contaminated Sediment Risks at Hazardous Waste Sites, U.S. EPA OSWER Directive 9285.6-08, February 12, 2002.
82. Institutional Controls: A Site Manager's Guide to Identifying, Evaluating and Selecting Institutional Controls at Superfund and RCRA Corrective Action Cleanups, U.S. EPA, OSWER 9355.0-74FS-P, EPA/540-F-00-005, September 29, 2000.
83. Health and Safety Requirements of Employees Employed in Field Activities, U.S. EPA, Office of Emergency and Remedial Response, U.S. EPA Order No. 1440.2, July 12, 1981.
84. OSHA Regulations in 29 CFR 1910.120, Federal Register 45654, December 19, 1986.
85. Standard Operating Safety Guides, PB92-963414, June 1992.
86. Community Involvement in Superfund: A Handbook, U.S. EPA, Office of Emergency and Remedial Response, OSWER Directive No. 9230.0#3B June 1988; and OSWER Directive No. 9230.0-3C, January 1992.